AGREEMENT

between

VENTURA COUNTY OFFICE OF EDUCATION

and the

VENTURA COUNTY FEDERATION OF PARAEDUCATORS
LOCAL 4434.1 AFT

Expiration: June 30, 2021

Print Date: September 5, 2019
Copy includes negotiated and ratified contract language revisions up to: March 1, 2019
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RELATIONSHIP COMPACT BETWEEN THE
VENTURA COUNTY OFFICE OF EDUCATION
AND THE
VENTURA COUNTY FEDERATION OF SCHOOL EMPLOYEES
LOCAL 4434.1 AFT

The Ventura County Office of Education and the Ventura County Federation of School Employees, Local 4434.1 AFT on behalf of their constituents and members wish to formalize a relationship which will survive the differences in interests, which will endure changes in leadership, which will extend beyond legal and contractual requirements and which will be based on the following principles:

The Federation and VCOE agree that an interest based approach shall be used as the basis for both individual problem solving activities as well as contractual negotiations between the parties. We support the basic tenets of interest-based problem solving, which are to:

- Separate people from the problem
- Focus on interests, not positions
- Develop options for mutual gains
- Use objective criteria where possible

We all recognize each group and individual has an equal right to seek the accommodation of their respective interests and to actively advocate those interests.

In our relationships, we understand and accept that a high degree of trust is essential. To this end, each organization, as well as the leadership of those organizations, will focus on increasing their own trustworthiness as the means of developing and maintaining the bridge of trust.

In our relationships, we will refrain from the use of coercive tactics because their use is destructive to our relationship and lessens the commitment to our agreements. We will be open to persuasion at all times in order to avoid reliance on the use of power and will seek to persuade rather than coerce.

We believe this relationship will promote and expand communications between the parties. We recognize that active listening is a major component of communications. In addition, we should avoid sending ambiguous or mixed messages. We will “always consult before deciding” (ACBD) on matters which may have a major impact on the other party.

In our relationships, we will recognize individual and organizational emotions, and we will deal with them directly and rationally. We will avoid reacting emotionally and taking actions that will detract from the relationships.

This document is not intended as a statement of goals and expectations. Instead, this compact is intended to reflect the principles as they are institutionalized and practiced by the parties. We recognize that we will make mistakes and will commit to do better the next time. The respective leaders will meet regularly to assess the degree to which these principles have become part of the relationship culture, to revise this compact accordingly and to plan activities that will foster the further development of these commitments.
VENTURA COUNTY OFFICE OF EDUCATION
AND THE
VENTURA COUNTY FEDERATION OF SCHOOL EMPLOYEES
LOCAL 4434.1 AFT

INTEREST-BASED DECISION MAKING
VALUES, GUIDING PRINCIPLES,
OPERATIONAL PROCEDURES AND GROUND RULES

VCOE and the Federation have been involved in an ongoing process of interest-based decision making. The model has proven to be highly effective both at the bargaining table and at settling concerns that arise. The VCOE/Federation consultation teams will work with a consensus model that states: “Everyone in the group supports, agrees to, or can live with a particular decision. In the end, everyone can say: ‘I believe you understand my point of view. I believe I understand your point of view. Whether or not I prefer this decision above all others, I will support it because it was reached fairly and openly’.” (Ouchi) As a means to this end, we have developed the following values, guiding principles, operational procedures and ground rules which apply to all consultation meetings in which VCOE and Federation business is transacted. It is assumed that any new participants in the process will receive some orientation and training to enable them to effectively participate within these guidelines:

A. Values
   1. Develop a sense of mutual respect for all parties involved.
   2. Develop a sensitivity to various stakeholders’ culture and values.
   3. Strive to achieve mutually agreed upon goals.
   4. Demonstrate trustworthiness by keeping one’s word and commitments.
   5. Respect each stakeholder’s contribution and value to the total organization.
   6. Model behaviors to promote honesty, trust, openness, creativity, consistency and follow through.
   7. Demonstrate professional courteous behavior at all times.
   8. Support the model regardless of status or position.
   9. Fairly evaluate the system so that it encourages innovation and professional growth.
  10. Use joint communication statements on key issues.
  11. Consult with appropriate parties and test assumptions.
  12. Solicit and consider interests of all stakeholders.
  13. Establish procedures regarding rumor control.
  14. Operate in an open and honest manner.
  15. Disclose all pertinent information.

B. Guiding Principles
   1. Time will be taken at the beginning of any meeting for introductions if there are parties who don’t know one another, check-in, and to familiarize new participants with these guidelines.
   2. Interest-based problem solving approaches will be utilized at all times.
   3. Meetings will be maintained as a safe place in which to discuss issues; varying points of view will be welcomed and honored.
   4. It is an expectation that participants will formally and informally check assumptions to ensure that communications are thorough and effective.
   5. A variety of topics are open to discussion in Consultation meetings, and it is the intent of all participants to thoroughly discuss and clarify the issues.
   6. All participants will assist the facilitator by assuming responsibility to keep the process moving, and to ensure that ground rules are respected.
   7. Participants will focus on the problem, not on the person, and there will be no personal attacks.
   8. Only one person will speak at a time.
9. The Consultation process is dependent upon “working smart.” This involves clearly defining the issues and finding the most efficient way of transacting business.

10. It is assumed that all participants, while looking after their unique interests, will also make an effort to keep a global view on all problems.

11. Participants will take care, when appropriate, to seat themselves in meetings randomly rather than in VCOE and Federation groups.

12. Caucuses will be kept to a minimum. Generally, if either VCOE or the Federation needs to confer in its own group, the meeting will be recessed to another date to ensure the most efficient use of time. When caucuses take place during meetings they will last no longer than ten minutes. Whenever possible, the reasons for the caucus and the outcome will be shared upon its conclusion.

C. Operational Procedures
   1. Facilitators and recorders will be appointed in all meetings. Responsibility for facilitation Consultation meetings will generally rotate between VCOE and Federation participants.
   2. The agenda will be set at the beginning of each meeting, and the meeting will follow that agenda.
   3. More difficult items will be referred to a subcommittee for problem solving and a recommendation back to the Consultation Team. (Check with the group to see if the topic is exhausted)
   4. It will be one of the functions of the Consultation Team to organize the make up of subcommittees.

D. Ground Rules
   1. Quorum. There shall be at least four people from the Administrative Team and four from the Union Team. Facilitators must be represented or meeting will be rescheduled.
   2. Lunch and breaks will be established at the beginning of each meeting.
   3. Three meeting dates and times will be established in advance.
   4. Check in and check out before and after each session.
   5. Set and adhere to meeting beginning and end times. Make meetings a priority.
   6. Second thing on agenda is confirming “TA’s” Review/Language.
   7. Every permanent member of each team is an active participant, focused on process and involved in entire meeting.
   8. Value all members. Listen with Respect—no ridicule or put downs.
   9. One person talks at a time. Everyone will listen to all points of view without interruptions.
   10. Avoid being positional.
   11. Remove people from problems.
   12. Commit to using the Interest-Based Bargaining process. Communicate to others. Everyone will be supportive and respectful at all times.
   13. Maintain group memory of meeting as Group memory becomes official minutes.
   14. Maintain confidentiality of meeting.
   15. Confidentiality – Group consensus if communication of information is necessary. Use consensus as a decision making process.
   16. Table contentious issues that do not resolve easily.
   17. Be honest and work hard.
   18. Never leave upset, angry or mad. Make a plan for unfinished business.
   19. Elephants will be dealt with as they arise. Use time outs to deal with elephants.
   20. Use time out to take process checks.
   21. Caucus is allowed and results/reasons shared with group upon return.
   22. Facilitator may step out of role with Group’s permission.
   23. Living Ground Rules.
   24. Summary by next meeting for each participant.
   25. Last step in bargaining session is to review issues on agenda.
ARTICLE 1. AGREEMENT

1.1 **PARTIES TO THIS AGREEMENT.** The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Ventura County Office of Education (hereinafter referred to as VCOE and the Ventura County Federation of Paraeducators, Local 4434.1 AFT, ("Federation").

1.2 **AUTHORIZATION.** This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code ("ACT").
ARTICLE 2. RECOGNITION

2.1 UNIT DESCRIPTION. The VCOE recognizes the Federation as the exclusive representative of all paraeducators of the VCOE, excluding day-to-day substitutes, management, confidential, and supervisory employees, as defined in the ACT, for the purposes of meeting and negotiating.

Included:
Paraeducator—Juvenile Court School, Paraeducator—Community School, Paraeducator—Special Education, Paraeducator—Special Education (Court and Community School), and Paraeducator—Special Education (Triton and Programs for Students with Emotional Disturbances).
ARTICLE 3. DEFINITIONS

3.1 DEFINITION OF TERMS

For the purposes of this Agreement, the following definitions shall be used:

3.1.1 VCOE - The employer: Ventura County Office of Education Office. Any reference in the Agreement to action by a Board of Education shall be construed to be the Ventura County Office of Education.

3.1.2 School Day - The day students are required to be in attendance at any work site of the VCOE.

3.1.3 Work Day - For purposes of timelines established in this agreement, any day when the VCOE Administrative Office is open for business.

3.1.4 Hourly Rate of Pay - See Salary Schedule, Appendix A.

3.1.5 Immediate Family (as defined within Bereavement Leave): Mother, father, grandfather, grandmother, grandchild of the unit member or the spouse of the unit member; spouse, son, daughter, son-in-law, daughter-in-law, brother or sister of the unit member or the spouse of the unit member, or any person living in the immediate household of the unit member. The “step” equivalent of any of the above relatives shall also be considered immediate family.

3.1.6 IEP - An abbreviation for student’s Individual Educational Plan.

3.1.7 “Bargaining unit member”, “unit member”, “paraeducator”, “para”, “employee” shall mean an employee who is included in the appropriate unit as defined in Article 2 and therefore, is covered by the terms and provisions of this Agreement.

3.1.8 “Federation” means the Ventura County Federation of Paraeducators.

3.1.9 “Immediate administrator”, “immediate supervisor”, “principal” shall mean the administrative or supervisory employee who is the immediate supervisor of the employee, or the supervisor’s designee.

3.1.10 “Seniority” is secured by length of service, by hours, in paid permanent paraeducator status in VCOE from the first day in paid permanent status.

3.1.11 “Designated Paraeducator” is normally the senior regular paraeducator assigned to that classroom.
ARTICLE 4. NEGOTIATION PROCEDURES

4.1 NOTICE TO BARGAIN A SUCCESSOR AGREEMENT. No later than March 1 of the calendar year in which this Agreement expires, the VCOE and/or the Federation shall communicate to the other, in writing, their intent to negotiate. Any agreement reached between the parties shall be reduced to writing, and signed by them.

4.2 USE OF CONSULTANTS. Either party may utilize the services of outside consultants to assist in the negotiations.

4.3 USE OF REPRESENTATIVES. The VCOE and the Federation may discharge their respective duties by means of authorized officers, individuals, representatives or committees.

4.4 DUTY TO PROVIDE INFORMATION. Upon written request by the Federation, the VCOE shall provide any existing data within its control necessary for the Federation to perform its responsibility as an exclusive representative.
ARTICLE 5. FEDERATION RIGHTS

5.1 **RIGHT OF PARTICIPATION.** The VCOE and the Federation recognize the right of unit members to form, join and participate in lawful activities of employee organizations.

5.2 **USE OF FACILITIES.** The Federation and its members shall have the right to make use of VCOE buildings, and facilities at all reasonable hours, when not otherwise in use. Site administrator shall be notified in advance of use.

5.3 **COMMUNICATIONS.** The Federation shall have the right to post notices of activities and matters of Federation concern in areas frequented by unit members. The Federation may use unit member mailboxes for communication with unit members.

5.4 **UNIT MEMBER NAMES, ADDRESSES, TELEPHONE NUMBERS.** First, middle initial and last names, work location, job title, addresses, step placement, longevity eligibility, and home (if available) and cellular telephone numbers (if available) of all VCOE unit members subject to this Agreement shall be provided monthly without cost to the FEDERATION provided that such is not restricted by law. Home address, a home/cellular phone number, personal email address shall not be released when a unit member has indicated, in writing, to VCOE that unit member does not authorize the release of such information.

5.4.1 **New Member List for Paraeducators:** VCOE will provide the Federation with first, middle initial and last names, work location, job title, step and column placement, and home and cellular telephone numbers. Home address, a home/cellular phone numbers, and personal email addresses shall not be released when a unit member has indicated, in writing, to VCOE that unit member does not authorize the release of such information.

5.4.2 **Orientations:** Federation will have access to all new employee orientations as needed including and not limited to the new employee orientation held in the beginning of the school year.

There will be a standing orientation session for newly hired paraeducators weekly as needed at or about 3:30 pm. VCOE will include the Federation Membership application materials in any employee orientation packet of VCOE materials provided to any newly hired employee. The Federation shall provide the copies of the Federation membership application materials to VCOE for distribution. A good faith effort shall be made within two working days to contact the Federation when the weekly orientation will not be held.

5.5 **FEDERATION BUSINESS.** Authorized representatives of the Federation shall be permitted to transact official Federation business on school property at reasonable times that do not interfere with the educational program.

5.6 **WAIVER REQUESTS.** Prior to consideration by the Board of Education of any waiver request developed pursuant to Education Code Section 33050 et. seq., the request shall be submitted to the Federation. The Federation may, if it so chooses, meet and negotiate with
VCOE on all items contained within a waiver proposal which is a matter related to a subject which is within the scope of bargaining as defined in Government Code Section 3543.2. The Federation further retains its right to consult on all other matters contained in the waiver proposal as defined in Government Code Section 3543.2.

5.7 RELEASE TIME. The Federation is entitled to reasonable release time for the purpose of meeting and negotiating and the processing of grievances. Five members of the Federation will be released for the purposes of meeting and negotiating. Additionally, twelve (12) days per year will be provided to be designated for use by the President of the Federation for Federation business. The President or Federation Official using the release time will provide reasonable notice to his or her supervising administrator of when the release time will be taken. Normally, leave must be taken in increments of two hours or more.

5.8 BOARD MEETING NOTICES. VCOE shall provide the Federation with a copy of the Board agenda booklet, less the confidential items.

5.9 USE OF ELECTRONIC MAIL. The Federation may use email for the purposes of distributing newsletters and direct communication with unit members provided however that by using the email system, the Federation expressly consents to the VCOE’s “technology use policy.” The Federation agrees not to misuse or abuse the email system, agrees to comply with all limitations on the use of the email system and understands that the email system is not a private communication medium. Access to Federation email shall occur outside of regular work hours; ("regular hours" is not intended to include lunch or break times).

The email system is a business tool owned and paid for by the VCOE; therefore, the email system is the VCOE’s property. All email messages, including personal messages sent or received by VCOE resources, are the property of the VCOE and are subject to office policy, procedures and control. As such, the VCOE has the right to view them at any time. Therefore, the Federation does not have a right of privacy as to any information transmitted or stored through the VCOE’s email system. To ensure proper use, the VCOE may monitor its technological resources at any time without advance notice or consent.

The Federation may use the email system for purposes not prohibited below. Use of the email system that promotes unethical practices or any activity prohibited by law, the Education Code and/or any other statutes or VCOE policy is strictly prohibited. Except as otherwise indicated in this policy, commercial or political use of the email system is also strictly prohibited, including but not limited to advocacy or disapproval for candidates for office, ballot propositions, or legislation.

This provision is not intended and nor shall it conflict with the established VCOE Technology Use Policy. If there is a conflict, the Technology Use Policy shall prevail.

5.10 The most current version of the Contract will be posted to the VCOE website. VCOE shall have copies prepared and delivered to each unit member in June of 2013 and every sixth year thereafter. All new employees shall receive a hard copy of the contract. The Federation and VCOE will equally share the cost of the publication of the Contract for new employees (Please see Article 27.2).
ARTICLE 6. VENTURA COUNTY OFFICE OF EDUCATION RIGHTS

6.1 **VCOE AUTHORITY.** It is understood and agreed that VCOE retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing services; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine the kinds of personnel required; maintain the efficiency of VCOE operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work subject to the requirements of Government Code section 3540 et seq.; and take action on any matter in the event of an emergency. In addition, VCOE retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline unit members.

6.2 **EXERCISE OF VCOE POWERS AND AUTHORITY.** The exercise of the foregoing powers, rights, authority, duties and responsibilities of VCOE, the adoption of policies, rules, regulations and practices in furtherance therefore, and the use of judgment and discretion in connection therewith, shall be limited only by Section 3540 et seq. of the Government Code and the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
ARTICLE 7. GRIEVANCE PROCEDURE

7.1 DEFINITIONS OF TERMS USED IN THIS ARTICLE

7.1.1 Grievance: A grievance is an allegation by the Federation or by one or more unit members that there has been a violation of the specific provisions of this Agreement.

7.1.2 Grievant: A grievant is a member of the bargaining unit or group of members or the Federation making a claim pursuant to 7.1.1 above.

7.1.3 Party in Interest: The person or persons making a claim pursuant to 7.1.1 and/or a person necessary to resolve the claim.

7.1.4 Conferee: A person designated by any of the parties in interest to provide assistance or counsel at any step in the grievance process.

7.1.5 Day: For purposes of timelines established in this agreement, any day when the VCOE Administrative office is open for business.

7.2 TIME LIMITS SPECIFIED IN THIS ARTICLE

7.2.1 Time limits specified within each step of the grievance procedure may be modified by mutual written agreement of the Federation and VCOE.

7.2.2 Failure by the grievant to observe the time limits shall be deemed an acceptance of the previous answer to the grievance and a waiver of the right to pursue the grievance to later steps.

7.3 THE GRIEVANCE PROCEDURE

7.3.1 Informal Level. Within twenty (20) days after the grievant knew or reasonably should have known of the circumstances that form the basis for the grievance, unit member shall first discuss the grievance with the appropriate administrator.

7.3.2 Level One. In the event the grievant is not satisfied with the disposition of the grievance, unit member may submit the grievance formally in writing to the appropriate administrator or designee within five (5) days of the informal decision but in any case no longer than twenty-five (25) days from the time the grievant knew or reasonably should have known of the circumstances which form the basis for the grievance. A written grievance shall include:

7.3.2.1 A statement of the specific provision(s) of the agreement allegedly violated.

7.3.2.2 A brief statement of the facts which constitute the alleged violation, including the names of all persons involved and the times, places and events.

7.3.2.3 A statement of the specific actions which the grievant desires that VCOE take to remedy the grievance.
7.3.2.4 A statement of the steps initiated by the grievant to resolve the difficulty by informal means as prescribed in 7.3.1 above.

7.3.2.5 Within five (5) days after receipt of the written grievance, the site administrator or designee shall meet with the grievant in an effort to resolve the grievance.

7.3.3 **Level Two.** If the grievant is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within five (5) days after presentation of the grievance, he/she may file the grievance in writing to the Superintendent within five (5) days after the decision at Level One.

7.3.4 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the grievant, and Federation representative if desired by the grievant, in an effort to resolve it.

7.3.5 **Level Three.** If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five (5) days after the grievant has first met with the Superintendent or his designee, the grievant may, within five (5) days after a decision by the Superintendent or his designee, request in writing that the Federation submit the grievance to arbitration.

7.3.6 **Level Four - Mediation.** If the Federation or VCOE elects, the grievance shall be referred to a mediator from the State Mediation and Conciliation Service (SMCS). Both the Federation and VCOE agree to participate in the process in good faith in an attempt to reach an equitable resolution.

Either VCOE or the Federation may contact SMCS for the assignment of the mediator. A meeting will be scheduled as soon as calendars can be arranged.

If the Federation and VCOE agree, they may use an alternative to the SMCS.

The costs of mediation are to be borne equally.

7.3.7 The Federation, by written notice to the Superintendent within ten (10) days after receipt of the request from the grievant, may submit the grievance to binding arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator before hearing.

The parties may select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within five (5) days of the Federation’s submission of the grievance to arbitration, either of the parties may request a list of arbitrators from the State Mediation and Conciliation Service. The parties will alternately strike names until one name is left. The order of striking will be determined by lot.

7.3.8 The arbitrator’s decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.
7.3.9 The decision of the arbitrator will be submitted to the Superintendent and the Federation and will be final and binding upon the parties to this Agreement, provided, however, that the award conform to law, be justified upon the facts, and not add to, subtract from or modify the terms of the Agreement.

7.3.10 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the parties.

7.4 MISCELLANEOUS PROVISIONS RELATING TO THIS ARTICLE

7.4.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or Federation against any grievant, any party in interest, any member of the Federation, or any other participant in the grievance procedure, by reason of such participation.

7.4.2 Unit members may represent themselves at all stages of the grievance procedure, except arbitration, or be represented by an individual selected by the Federation. If a unit member is not represented by the Federation or its representative, the Federation shall be informed of any final resolution before it is implemented and may challenge it through this procedure if such resolution is alleged to be inconsistent with the provisions of this Agreement.

7.4.3 If a grievance arises from action or inaction on the part of a member of the administration at a level above the site administrator, the grievant shall submit such grievance in writing to the Superintendent and the Federation directly and the processing of such grievance shall be commenced at Level Two.

7.4.4 Decisions rendered at Levels One and Two of this procedure shall be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the President of the Federation.

7.4.5 Time limits for appeal provided in each level shall begin the day of receipt of the written decision by the grievant.

7.4.6 The processing of grievances shall be held, insofar as possible, at times other than school hours. When it is absolutely necessary to involve school time, action may be taken to minimize actual costs to all participating. The VCOE shall provide a substitute if a unit member’s absence is necessary in the processing of a grievance.

7.4.7 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.
ARTICLE 8. ORGANIZATIONAL SECURITY

8.1 **DUES DEDUCTIONS.** Any unit member who is a member of the Federation or who has applied for membership may sign and deliver to VCOE an assignment authorizing deduction of unified membership dues, initiation fees and general assessments to the Federation. Pursuant to such authorization, VCOE shall make appropriate deductions from the regular salary checks of the unit member each month of the unit member’s individual contract of employment. The submission of new, changed or discontinued deductions by the Federation on or before the 10th day of each month will go into effect with the subsequent paycheck.

8.2 **FEES AND DUES REMITTED TO FEDERATION.** With respect to all sums deducted by VCOE, pursuant to paragraph 8.1 above, for membership dues, VCOE agrees promptly to remit such monies to the Federation accompanied by an alphabetical list of unit members for whom such deductions have been made, percentage of employment if less than half time, and changes in personnel from the list previously furnished.

8.3 **FEDERATION DUTY TO PROVIDE INFORMATION.** The Federation agrees to furnish any information needed by VCOE to fulfill the provisions of this Article.

8.4 **OTHER DEDUCTIONS FROM PAY.** Upon appropriate written authorization from the unit member, VCOE shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by VCOE to a reasonable maximum.

8.5 **MAINTENANCE OF DUES.** Any employee who is paying dues may stop making those payments by giving written notice to the Federation during the period not less than thirty (30) and not more than forty-five (45) days before:

(a) The annual anniversary date of the employee’s authorization; or

(b) The date of expiration of the applicable contract between the employer and the Federation, whichever occurs sooner.

The employer shall honor the employee’s check-off authorizations unless they are revoked in writing during the time period specified above, irrespective of the employee’s membership in the Federation.

The Federation agrees that it will indemnify and hold harmless the County Superintendent of Schools from attorney fees, costs, charges, awards and damages arising out of any matter commenced against the County due to compliance by the County with its obligations; hereunder the County will notify the Federation in writing of any matter within seven (7) days of service thereof upon the County. The Federation may, at its discretion, determine whether to defend, settle in whole or in part, or appeal the matter.

Should an individual question VCOE about the membership issue, the individual will be referred to the Federation representative.

8.6 **SERVICE FEE**
8.6.1 Any unit member who is not a member of the Federation, or who does not make application for membership within thirty (30) days of the effective date of this section or within thirty (30) days of the commencement of assigned duties shall pay a service fee to the Federation. A unit member may become a Federation member at any time.

8.6.2 The obligation to pay a service fee may be met by a monthly deduction from the unit member’s salary, by the unit member’s direct payment to the Federation using a method established by the Federation or if the unit member is a religious objector, by complying with 8.6.6 through 8.6.9.

8.6.3 If a unit member does not make application for membership within the prescribed time, make arrangements with the Federation for direct payment of the service fee, or submit proof of payment to a charitable organization as provided herein below, the Federation has a responsibility to inform the unit member of his or her contractual obligations. If after proper notice the unit member does not comply with the provisions of this Article, then the Federation shall notify the County Superintendent of Schools and supply the County with proof of notice to the unit member. Upon receipt of such notice and proof, the County shall withhold the service fee from the unit member’s salary and submit such fee to the Federation.

8.6.4 The service fee shall equal an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Federation and shall be used only for those purposes permitted by law.

8.6.5 Any unit member choosing to challenge the manner in which the chargeable portion of the service fee has been calculated shall do so according to the Service Fee Appeal Procedure established by the Federation pursuant to the regulations of the Public Employment Relations Board (PERB).

8.6.6 Notwithstanding the above, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or pay a service fee. However, any unit member who qualified as a religious objector shall pay an amount equal to the service fee to any charitable organization with 501(c)(3) status that supports public education or the following organizations:

- United Way
- California PTA Scholarship Fund
- Special Olympics

8.6.7 A unit member paying an amount equal to the service fee to one of the organizations listed above shall submit proof of such payments each year to the Federation. If such proof is not submitted in a timely manner, then upon receipt of notice and proof from the Federation, the County shall implement the provisions of 8.6.3 above.
8.6.8 It is recognized that the Federation, as exclusive representative of all unit members, is required to represent all such employees fairly without regard to Federation membership or non-membership. However, any employee who holds religious objections pursuant to 8.6.6, who requests the Federation to use the grievance procedure or arbitration procedure on his or her behalf, shall pay the Federation for such representation. The Federation may charge the unit member for the reasonable cost of using such procedure.

8.6.9 The Federation agrees that it will indemnify and hold harmless the County Superintendent of Schools from attorney fees, costs, charges, awards and damages arising out of any matter commenced against the County due to compliance by the County with its obligations; hereunder the County will notify the Federation in writing of any matter within seven (7) days of service thereof upon the County. The Federation may, at its discretion, determine whether to defend, settle in whole or in part, or appeal the matter.

8.6.10 Remittance of Funds

8.6.10.1 Funds deducted on behalf of the Federation pursuant to this Article will be remitted to the Federation within ten (10) working days of the close of the preceding pay period, provided the County shall not be responsible for delays beyond its control.

8.6.10.2 The County will provide the Federation with a statement accompanying the remittance indicating the amount of the deductions during the preceding pay period and the amount to be remitted to the Federation.
ARTICLE 9. TRANSFERS

9.1 **Definition.** A transfer is a change from one job site to another or from one position classification to another.

9.1.1 A voluntary transfer is a transfer requested by the permanent unit member to a vacant position.

9.1.2 An involuntary transfer is one initiated by the administration.

9.1.3 If a program is moved from one site to another, this shall not be considered a transfer, and all unit members assigned to the program shall be moved with the program.

9.1.4 For the purpose of transfer, job sites are defined by distance rather than program. A move from Gateway’s main campus to a site in Ventura would be a transfer. A move within Providence Schools would not. Generally speaking, if the distance requires driving, it is a different job site.

9.2 **Employer Initiated Transfers**

9.2.1 After consultation with the Federation, a transfer may be made by VCOE at any time for any of the following reasons:

9.2.1.1 In order to provide necessary programs, VCOE will transfer based upon the needs of students.

9.2.1.2 Examples of program needs include, but are not limited to:

Changes of enrollment or workload necessitating transfer of paraeducator staff; or improved efficiency of VCOE.

9.2.2 In cases where a particular employee must be transferred involuntarily, when all transfer criteria are judged equal by VCOE, and when there is no suitable volunteer, the least senior employee within a given classification at a particular job site shall be involuntarily transferred.

9.2.3 An employee may request of the Superintendent or his/her designee a conference or a written statement regarding reasons for the involuntary transfer.

9.2.4 In the exercise of this right of involuntary transfer, VCOE shall not act in a manner that is arbitrary, capricious or discriminatory.

9.3 **Employee Initiated Transfer Within Classification**

9.3.1 The determination of a vacancy is the responsibility and prerogative of VCOE. All transfer requests need to be in writing and indicate the unit member’s preference for transfer to a particular site(s). Human Resources will issue an email notification
to unit members when a vacancy exists. Email notifications of vacancies at a given site would not be re-sent more often than every three months. Unit members who are interested in transferring must respond to this notification no later than 5 days from when it was issued. This language is not intended to allow for serial extensions of time for filling resulting vacancies. Human Resources will post on its website and communicate through direct mail and email the process for transfer and contact unit members prior to filling a vacancy to assure continued interest in the vacancy. Vacancies will be routed to the President of the Federation to review the frequency of vacancies.

9.3.2 Unit members who want to transfer must have a Request for Transfer form on file. Any time during the school year, Human Resources will accept and maintain Request for Transfer for the school year. Standing requests for transfer will not be routinely supplied to principals. Unit members may only transfer once during a fiscal year unless the second transfer is specifically approved by VCOE as being in the interest of the educational program. Paraeducators are encouraged to learn the nature of the program and its requirements prior to transferring. Reasonable visitations will be arranged by mutual agreement between unit members and administration.

9.3.3 Paraeducators are required to have a site visitation and conference with the site administrator prior to transfer.

9.3.4 Those unit members who have satisfactory evaluations will be transferred to open positions on the basis of seniority. See Article 10 for information on evaluations.

9.3.5 No unit members will be moved to the new position(s) until all position openings resulting from the initial openings are filled.

9.3.6 In the event more than one unit member requests a position, transfers will be based upon the criteria in 9.4 of this article. It is not the intent of the parties to have this waiver influence any decision about the meaning of this article as it relates to seniority.

9.4 **Employee Initiated Transfer to Another Classification.** Unit members who want to transfer to another classification within the unit will be given consideration prior to advertising. The following criteria shall be used in consideration of transfer requests to another classification:

9.4.1 Identified priorities from the position description.

9.4.2 The contribution the staff member can make in the new position.

9.4.3 The qualifications including the experience and recent training of the staff member, compared to those of other candidates, for both the position to be filled and the position to be vacated.

9.4.4 The length and quality of the service rendered to VCOE by the employee.
9.4.5 The recommendation of the immediate supervisor to whom the employee is currently responsible, and the immediate supervisor where the vacancy exists.

The above criteria will be applied by VCOE in making the selection. If interviews are conducted, the Federation may appoint a representative to participate in the process.

9.5 **Miscellaneous Provisions Relating to the Article.**

9.5.1 Except in emergencies or VCOE reorganizations, unit members may not be involuntarily transferred more than once in a consecutive three (3) year period.

9.5.2 Unit members who are to be involuntarily transferred during the school year to a substantially different position shall be given up to two (2) days of released time for preparation prior to the effective date of the transfer upon approval of their preparation plan by the appropriate administrator.

9.5.3 The rights of unit members returning from leave include the right to return to a comparable position or the same position if it is filled by a temporary unit member.

9.5.4 Seniority for transfer is defined as VCOE seniority.

9.5.5 From July 1 to September 1 position vacancies will not be posted for transfer. All transfer requests during this time period need to be in writing using the Paraeducator Request for Transfer form [Appendix E]. Positions filled during this time period will not be re-opened.

9.5.6 The Transfer procedure and a Transfer form [Appendix E] will be sent out by electronic mail to paraeducators twice a year (September and February).
ARTICLE 10. EVALUATION AND PROFESSIONAL REVIEW
AND PROBATION

10.1 Evaluations of paraeducators shall be performed by the appropriate supervising administrator with the input of the teacher to whom the paraeducator is assigned. Administrators shall make an effort to verify the accuracy of the input provided by the teacher.

10.2 The probationary period will be 120 work days (not counting leave nor extended school year (ESY)). The probationary period may be extended for up to 45 work days to allow for further opportunity to evaluate. Evaluations shall be performed for probationary unit members on or about the 60th and 100th day, and additionally as necessary.

10.3 Evaluation shall be performed for permanent unit members at least once annually by April 1.

10.4 Each evaluation shall be based upon reliable evidence of performance according to the adopted standards for the position description and the standards contained in the evaluation form. Any negative comments shall be accompanied by specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. When an administrator identifies attendance issues, he or she shall initiate a conference with the staff member to discuss 10.4.1.

10.4.1 In the interest of balancing the need to maintain the best possible service to students and respecting the legitimate health concerns of employees, the parties agree to adopt the following standards for determining excessive absenteeism.

- Do the absences fall disproportionately on Mondays or Fridays, or the day before or after holidays? Are there justifiable mitigating circumstances?
- Does the total number of absences divided by the assigned work year exceed the percentage of absences by other paraeducators? Are there justifiable mitigating circumstances?
- Do the frequency, duration, and prior attendance records differentiate the absence(s) from other paraeducators?
- Does the absence record exclude industrial injury, hospital confinement, jury duty, military duty, bereavement leave, official union business, official school business, vacation, and leaves taken beyond the regular work year as per Article 17.8?

10.5 A meeting shall be held between the evaluator and the unit member to discuss the summary evaluation. A copy of the completed evaluation form (contained in Appendix B) shall be provided to the unit member prior to the meeting. Any “unsatisfactory” or “needs improvement” in the summary evaluation requires the evaluator or his or her designee to have provided prior feedback on the designated area of performance and attendance. This feedback shall be provided within a reasonable time of learning of the performance or attendance deficiency. Either a “needs improvement” or an “unsatisfactory” will provide the permanent unit member an opportunity to have that area(s) reevaluated within sixty calendar days.
Unit members who disagree with the evaluation may file a written rebuttal and have that rebuttal filed in the personnel file pursuant to Education Code section 44031. Should the supervisor identify deficiencies that may not require immediate disciplinary action, the evaluator may prepare a Performance Remediation Plan (PRP) (Appendix F). The Performance Remediation Plan shall indicate specific areas of concern, standards of performance, and a personal development plan. A supervisor shall provide written feedback on the progress during the plan, a timeline for a schedule or observations or reviews, and a final summary (within sixty days) that sets out whether the employee stays on the plan, is taken off the Plan, or is recommended for further discipline.
ARTICLE 11. PERSONNEL FILES

11.1 VCOE shall maintain the unit member’s official personnel file at the VCOE Administrative Office.

11.2 The VCOE shall not base any action against a unit member on materials that are not validly contained in the unit member’s personnel file.

11.3 A unit member shall be provided any negative or derogatory material before it is placed in unit member’s official personnel file. A unit member shall also be given an opportunity during the school day, without reduction in salary, to read, initial and date the material. The unit member may, within ten (10) working days of receiving such material, prepare a written response. The written response shall be attached to the material.

11.4 Persons who draft and place material in a unit member’s personnel file shall sign the material and signify the date on which material was drafted and placed in the file.

11.5 A unit member, or a representative of the Federation, upon written authorization by the unit member, shall be permitted to examine materials in unit member’s official personnel file, excluding ratings, reports or records which (1) were obtained prior to the employment of the unit member; (2) were prepared by identifiable examination committee members; or, (3) were obtained in connection with a promotional examination.

11.6 Access to personnel files shall be limited to members of the administration on a need-to-know basis. The contents of all personnel files shall be kept locked and in the strictest confidence. Each person who examines a personnel file must sign and date the form kept in the file for this purpose.

11.7 Unit members may request a copy of the contents of their personnel file except as prohibited in Section 11.5 above. Copies will be provided within five (5) working days of the request.
ARTICLE 12. COMPLAINTS

12.1 Complaints concerning unit members will be governed by Administrative Regulation Numbers 4144 and 4244 as contained in Appendix D. In addition, except in those instances where potential violations of law are alleged, when the complaint is to be entered in the file, the unit member will have the right to confront the complainant in a meeting facilitated by the appropriate administrator.
ARTICLE 13. DISCIPLINE PROCEDURES

13.1 The VCOE has the right and responsibility to take disciplinary action where there are instances of misconduct, or refusal to obey the laws of the State of California, or the United States of America, or regulations prescribed for the government of public schools by the State Board of Education, the VCOE, administrative rules, or this agreement.

13.2 Disciplinary action” includes any action whereby an employee is deprived of any classification or any incident of any classification in which he has permanence, including dismissal, suspension, demotion, or any reassignment to a lower classification, without his/her voluntary consent, except a layoff for lack of work or lack of funds. Disciplinary action does not include suspension pursuant to Education Code § 45304; i.e. when an employee is charged with a mandatory leave of absence offense or placed on administrative leave.

13.2.1 As per Article 13.14, upon request an employee will be afforded the right to representation at any point in the disciplinary process.

13.3 Administrative leave means that an employee is placed on leave with pay pending an investigation of disciplinary charges or final disciplinary action by VCOE.

13.4 Suspension means temporary removal of any employee from his/her position with loss of pay as a disciplinary measure.

13.5 Employees with permanent status shall be progressively disciplined. Probationary employees may be released summarily with or without cause.

13.6 Progressive discipline may include the following:

13.7 Level 1. A verbal warning from site and/or VCOE administrators at a meeting where a federation representative may attend should the unit member so request. The administrator shall maintain a record of the verbal warning to be noted should there be subsequent discipline and advise the unit member of the unit member’s right to respond in writing within ten (10) workdays and have that response maintained at the site by the VCOE administrator in the event there is subsequent discipline.

13.8 Level 2. A written warning from site and/or VCOE administrators at a meeting where a federation representative may attend should the unit member so request. The administrator shall maintain a record of the written warning to be signed by the unit member and noted should there be subsequent discipline and advise the unit member of the unit member’s right to respond in writing within ten (10) workdays and have that response maintained at the site by the VCOE administrator in the event there is subsequent discipline.

13.9 Level 3. A written reprimand. Written reprimands shall be signed by the unit member receiving them, placed in the personnel file, and attached to any subsequent discipline of said unit member for inclusion in the unit member’s personnel file to be used for support of disciplinary actions. A unit member may attach a rebuttal to the written reprimand within ten (10) workdays. Both the reprimand and the rebuttal shall be placed in the personnel file.
13.10 Should a unit member elect to contest the discipline at Level 3, he or she may within five days of receiving the discipline, request that Human Resources schedule an appointment with the appropriate Branch Head, up to two Federation representatives, and a Human Resources administrator to explain why he or she feels that the discipline is unwarranted. It is within the discretion of the Committee by consensus, to modify the discipline in the interest of fairness. If an agreement is reached, the terms of that agreement will be specified in writing. If no agreement is reached, the Branch Administrator will render a decision which shall be final.

13.11 **Level 4.** A unit member may be suspended without pay provided the requirements are met in 13.18 or as set out in Education Code 44010 and 44011, or receive other corrective disciplinary action(s) consistent and appropriate for the type and severity of the offense.

13.12 **Level 5.** A unit member may be terminated for serious or repeated violations.

13.13 For any disciplinary action, an employee may respond in writing and have the response attached to any materials placed in the personnel file.

13.14 Upon request an employee will be afforded the right to representation at any point in the disciplinary process.

13.15 Discipline shall be for just cause. Discipline must be applied in a manner that is fair, not discriminatory and if appropriate include an investigation that secures evidence in support of the discipline. Employees will be advised of where rules that are applicable to their work are available—more specifically, rules may be found in 13.19 below, the policies of VCOE on the intranet, and specific directives from supervisors. Penalties for violation of the rules shall be clear, designed to discourage prohibited behaviors, fit the seriousness of the offense, and be administered progressively.

13.16 Recommendations for discipline shall be for reasonable cause. For suspensions or any more severe disciplinary consequence, the employee shall be provided an opportunity for a Skelly hearing. A full evidentiary hearing is not required prior to the initial taking of the disciplinary action, but a written notice of the proposed action, the specific reasons for the proposed action, a copy of the charges and materials upon which the action is based, and the right to respond to the authority initially imposing discipline is required. The Skelly Officer shall provide a written response after the Skelly hearing with a decision as to whether the disciplinary action shall be upheld, reduced, or dropped.

13.17 The Skelly Officer shall not be the person conducting the investigation or the administrator immediately responsible for the supervision of the employee.

13.18 After the Skelly hearing if the discipline is to proceed, the employee shall be provided formal charges. Those charges shall include written notice of the specific charges against him or her in compliance with Education Codes § 45113 and 45116; i.e., be given a statement of his or her right to a hearing on such charges, and the time within which such hearing may be requested, which shall be not less than five (5) workdays after service of the notice to the employee. The notice shall include a card or paper which when signed constitutes a demand for a formal hearing as set out below and a denial of all charges. Employees may be relieved of responsibility prior to formal hearing either with or without
pay. No suspension without pay may be imposed prior to the Skelly Officer’s written response to the employee unless done pursuant to 13.23 of this Article. Failure to request the hearing within five (5) workdays after service of the notice to the employee means the employee has waived the right to the hearing.

13.19 Grounds for discipline of any person employed in the classified services include, but are not limited to, the following:

(a) Unsatisfactory performance of duties of his/her position.

(b) Insubordination (including, but not limited to, refusal to do assigned work).

(c) Carelessness or negligence in the performance of duty or in the care or use of VCOE property.

(d) Discourteous, offensive, or abusive conduct or language toward other employees, pupils, the public, or any willful failure of good conduct tending to injure the public service.

(e) Dishonesty.

(f) Possession of an open container or consumption of alcoholic beverages on the job, or reporting for work while smelling of or being under the influence of alcohol.

(g) Possession of, abuse of, being under the influence of, or current addiction to a controlled substance.

(h) Engaging in political activity during assigned hours of employment.

(i) Conviction of any offense contained in Education Code § 44010 (sex offense) or 44011 (drugs).

(j) Conviction of any crime involving moral turpitude.

(k) Repeated or unexcused tardiness or chronic absenteeism or abuse of leave privileges.

(l) Falsifying or providing misleading information supplied to VCOE, including but not limited to information supplied on application forms, employment records, or any other VCOE records.

(m) Persistent violation or refusal to obey safety rules or other regulations made applicable to public schools by the VCOE or by any appropriate State or local governmental agency.

(n) Offering of anything of value or offering any service in exchange for special treatment in connection with the employee’s job or employment, or the accepting
of anything of value or any service in exchange for granting any special
treatment to another employee or to any member of the public. This provision is
intended to prevent money or favor given or promised to a person in a position of
trust to influence his or her judgment or conduct.

(o) Willful or persistent violation of rules and regulations of the VCOE or of any
appropriate State, Federal, or local governmental agency

(p) Abandonment of position (absence without leave for more than five days).

(q) Advocacy of overthrow of Federal, State, or local government by force, violence,
or other unlawful means.

(r) Inability to perform the essential functions of the position with reasonable
accommodation.

(s) Possession of a weapon, threatening other employees or students, engaging in any
behavior, which suggests that the employee could be a harm to himself or others.

(t) Failure to possess or keep in effect any license, certificate or other similar
requirement specified in the employee’s classification specification or otherwise
necessary for the employee to perform the duties of the position.

(u) Dating or inappropriate socializing with a student of any age including those
students who are eighteen or older.

13.20 Appeal Process: An employee has the right to appeal a recommendation for suspension or
termination. Such appeal may be initiated by the employee on a form provided by the VCOE
by filing a written request with Human Resources within five (5) working days of the
issuance of such a recommendation. The burden of proof shall be VCOE’s provided,
however, that the VCOE’s determination of the sufficiency of the cause for disciplinary
action shall be conclusive except as appropriately determined by a court of law.

13.21 If a unit member requests a hearing and has the concurrence of the Federation, a panel of
three VCOE employees shall be appointed to review the evidence and determine whether
discipline is appropriate. This panel will be scheduled to convene within 30 calendar days
after the Skelly Officer’s decision is rendered. In those instances, where the recommended
discipline is suspension, the panel shall be composed of one Paraeducator member appointed
by the Federation, one Paraeducator member appointed by VCOE, and one Administrative
member appointed by the two panel members selected from a list of three employees,
alternating every other disciplinary hearing with two employees submitted by the VCOE and
one employee by the Federation, then two submitted by the Federation and one by the VCOE.
The order of striking shall be determined by lot. Prior to the presentation of the case, at the
request of the VCOE, the Federation, or the accused unit member, a mandatory settlement
conference shall be held to explore a possible compromise. Settlements shall be in writing.
13.21.1 In the event that the unit member chooses not to accept representation from the federation, or if the federation does not support implementing the panel process, VCOE must provide the unit member with the right to a hearing.

13.22 A paraeducator may be suspended pursuant to the authorization of Education Code § 45304 and 45123. Both of these Education Code sections deal with an employee being charged with an offense dealing with the misuse of drugs or misconduct associated with sex. 45304 refers to placing an employee on mandatory suspension pursuant to the requirements of Education Code § 44940 and 44940.5. VCOE will advise the employee that Education Code § 44940.5 allows for an employee to purchase a bond and continue to receive full pay during the period that the charges are pending.

13.23 In those instances where termination is the recommended discipline, the panel shall be composed of one certificated unit member appointed by the VCOE, one Paraeducator member appointed by the Federation, and one Administrative member appointed by the two panel members selected from a list of three employees, alternating every other disciplinary hearing with two employees submitted by the VCOE and one employee by the Federation, then two submitted by the Federation and one by the VCOE. The order of striking shall be determined by lot.

13.24 All of the members shall be nominated from a list of trained disciplinary panel members appointed by the Federation and the VCOE.

13.25 Unit members shall be entitled to representation; however, the VCOE and the Federation intend that hearings not be courtroom dramas. The formal rules of evidence do not apply, and only key witnesses will be allowed to testify before the panel. All others will have their testimony conveyed to the panel by oath or affirmation given under penalty of perjury (a declaration). In the event of a dispute over whether a witness may testify, the panel’s determination shall be final. The total time for the hearing is restricted to four hours (unless the panel specifically determines additional time is necessary because of the complexity of the case or the number of witnesses required). The panel shall cause an audio recording to be made of the entire proceeding that shall serve as the official record of the hearing. Copies of those tapes shall be made available to both the Federation and the VCOE.

13.26 Order of Case

- Opening Statements by VCOE and the Federation (Limited to 10 minutes each).
- VCOE presentation of witnesses and evidence.
- Panel questions.
- Accused questioning. (Limited to ten (10) minutes without panel approval for extension.)
- Accused presentation of witnesses and evidence.
- Panel questions.
- VCOE questioning. (Limited to ten (10) minutes without panel approval for extension.
- VCOE final statement.
- Accused final statement.
- Panel questions on any topic (optional).
13.27 The panel shall provide to VCOE and the Federation a written decision for discipline containing both findings of fact on key issues and the disciplinary consequence, if any, within fifteen (15) calendar days of the hearing.

13.28 It is intended that the decision of the panel is binding upon VCOE, the Federation and the unit member. The decision shall be accorded the deference by the courts of an arbitral award and may only be challenged pursuant to Code of Civil Procedure Section 1280 et seq.

13.29 Because this article is intended to provide the sole remedy to challenge the application of discipline to a unit member, this article is not subject to the grievance procedure.
ARTICLE 14. PERSONAL AND ACADEMIC FREEDOM

14.1 VCOE shall not inquire into, nor predicate any adverse action upon, a unit member’s personal, political and organizational activities or preferences that do not have a direct bearing upon the unit member’s classroom activities.

14.2 It is recognized and agreed that the welfare of the students is served through the introduction and open exchange of ideas, materials, and positions when a fair representation of both sides of an issue occurs.
ARTICLE 15. UNIT MEMBER SAFETY

15.1 Safety is a continuing concern to both VCOE and unit members. VCOE shall provide a unit member with safe working conditions and take all reasonable proactive and preventative actions to so provide.

15.2 VCOE and unit members shall conform to and comply with all health, safety and sanitation requirements imposed by VCOE policy, including but not limited to, the Bloodborne Pathogens Exposure Control Plan, State and/or Federal law or regulations adopted under said law including those prescribed by CAL-OSHA.

15.3 Unit members are to report any alleged unsafe or potentially unsafe conditions to their immediate supervisor. Oral communications shall be confirmed in writing. Upon receipt of the unit member’s written report of unsafe conditions, the Superintendent/designee will acknowledge in writing what action, if any, will be taken on the reported condition. Such response shall occur within five (5) workdays.

15.4 First aid materials shall be available at all facilities maintained by VCOE. All materials must be approved by the safety committee and kept in adequate supply.

15.5 **Bodily Harm Threats.** Any unit member who is threatened with bodily harm or who suffers bodily harm by an individual or group while fulfilling assigned duties shall, when appropriate, promptly make a report to the immediate supervisor. VCOE shall give legal and other related assistance in accordance with applicable law for any assault upon the unit member while the unit member is fulfilling assigned duties.

15.6 When absence arises out of or from such assault or injury that occurs within the scope of employment, the unit member shall not forfeit any sick leave or personal leave until the appropriate industrial leave provisions have been exhausted.

15.7 To the extent required by law or otherwise, in the absolute discretion of VCOE, when a unit member is included in litigation that asserts liability for non-intentional or non-willful acts occurring within the course and scope of employment, VCOE will provide a defense if the unit member gives the VCOE control of the litigation including but not limited to the right to compromise and settle the matter on terms acceptable to VCOE, provided that the unit member is not required to contribute to the settlement.

15.8 **Reimbursement or replacement of property.** The property of unit members, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the unit member may be paid for, repaired, or replaced by County School Service Fund when any such property is damaged in the line of duty without fault of the unit member. If the property is damaged beyond repair, the actual value of such property may be paid. The value shall be determined as of the time the damage occurred. Payments for amounts over five hundred ($500) dollars may be authorized upon recommendation of VCOE and approval of the County Board of Education.

15.9 The VCOE agrees to allow for a reimbursement for personal equipment damaged or stolen to a maximum amount of $500 per occurrence. This amount will be reimbursed only if the
unit member had prior written approval for the use of the equipment from the site administrator and the loss or damage occurred without negligence on the part of the unit member. A unit member must also make claim of any available personal insurance (such as homeowner’s or rental) before being eligible to receive reimbursement.

15.10 **Subrogation.** In the event the unit member is paid the costs of repairing or replacing such property, or the actual value, the County School Service Fund shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for the damaged property.

15.11 **Automobile Damage.** A unit member may be reimbursed up to $500.00 per incident, for automobile damage incurred while the automobile is being used for business related travel. This reimbursement shall be available only to the extent damages are not covered by the unit member’s personal automobile insurance (such as the deductible) or are not the responsibility of an identifiable third party.

The incident shall be reported to the appropriate law enforcement agency and/or the unit member’s department head, or a management unit member in the Business Office, immediately. Failure to report the incident to the department head or management unit member in the Business Office within 24 hours shall invalidate the claim unless the accident results in personal injury that reasonably precludes the unit member from reporting. Business Office staff may inspect the damage and/or request a copy of the insurance report or other evidence of the amount of insurance company payments. A copy of the police report may also be required, if applicable. No reimbursement shall be provided for wear and tear, breakdown of parts, or puncture of tires. The loss shall be directly and unquestionably the result of a specific incident resulting through no fault of the unit member. No reimbursement shall be allowed for acts of vandalism or other damages inflicted by a third party by other than accidental causes. No reimbursement shall be provided if any local, state or federal laws were being violated by the unit member at the time of or immediately preceding the accident.

15.12 Exceptions to the above policy may be made in instances where substantial justice so warrants.

15.13 **Positive Behavior Support and Response Training.** All unit members shall be trained in positive behavior support, de-escalation strategies, and crisis prevention intervention. A sixty-day notice shall be provided to unit members of pre-scheduled training dates. It is understood that training may go beyond regularly scheduled work hours. Unit members will be paid for any additional time beyond their regularly scheduled work hours. All reasonable attempts will be made to offer the training within the regular work day to minimize adverse impact on students and ensure continuity in staffing.

15.14 Prior to being asked to use a particular piece of equipment, the unit member will receive hands-on training, modeling and guided practice in the use of that equipment. If asked to use a piece of equipment prior to training, the unit member will request the training.

15.15 **Safety Committee.** The Federation shall have a representative on the VCOE Safety Committee.
ARTICLE 16. PHYSICAL EXAMINATIONS

16.1 TUBERCULOSIS EXAMINATIONS. Examinations for tuberculosis will be required every four (4) years except as indicated by Education Code Section 49406 or its successor. Such examinations shall be paid for by the VCOE, provided the unit member receives the examination at a VCOE designated facility.
ARTICLE 17. HOURS AND WORK YEAR

17.1 SITE NORMING. Consistent with Article 16 of the Certificated Unit Agreement, it is recognized that site norms are best addressed when there is maximum participation in the process. In order to encourage such participation on the part of paraeducators it is agreed that the following will occur:

1. Site administrators will schedule site norming meetings at such times and places as to encourage maximum participation.
2. Where site norming will be discussed, meeting agendas will be made available to paraeducators at the site reasonably in advance of such meetings.
3. Paraeducators may choose to send a representative to voice their concerns and interests.
4. Paraeducators may submit suggestions and ideas in advance to the site administrator.
5. Paraeducators who elect to attend site norming meetings shall be compensated at their regular rate of compensation if said meetings are outside of their normal work hours.

The workweek is the seven-day period beginning at 12:01 a.m. Monday of each week. Most unit members work five (5) consecutive days. Work shifts are scheduled by department heads. The exact hours that a unit member is assigned will be arranged by the unit member’s supervisor.

17.2 Unit members working seven (7) or more hours per day are allowed a morning and afternoon rest break, not to exceed fifteen (15) minutes each. Unit members working four (4) or more hours per day but fewer than (7) hours are allowed one (1) fifteen (15) minute break. Supervisors are responsible for scheduling the appropriate time for breaks. Breaks may not be used to come to work late, leave early, or extend lunch breaks. (Exceptions may occur when necessary to assure continuous supervision of students.)

17.3 Overtime is all time worked (in units of one-quarter hour or more) and ordered by the department head that is in excess of eight (8) hours per day or 40 hours per week. Ordered overtime shall be paid in compliance with the Education Code at the rate of one and one half (1.5) times the regular pay rate.

17.4 It shall be the responsibility of the unit member, the supervisor, and the department head to assure the Authorization for Overtime form is properly completed prior to the overtime being worked. The unit member’s signature on the card will serve as certification that “ALL” time worked is reported on the time card. Overtime may not be accumulated “off the record” for future comp time or overtime claims.

17.4.1 Overtime must be approved prior to being worked. Unit members working overtime without authorization are subject to discipline. Overtime compensation may not be waived. An announcement by the supervisor that overtime will not be compensated unless authorized in advance will not impair the unit member’s right to compensation for the overtime worked.
17.4.2 Compensatory (comp) time off shall be awarded in lieu of overtime when feasible and may be accumulated to a maximum of forty (40) hours. Comp time use shall be on a “first-in-first out” basis. When comp time reaches forty hours, it shall be paid at the rate of one and one-half (1.5) times the regular pay rate for all overtime worked and not compensated by compensatory time off within one year of the date the overtime was earned. When a unit member works at two or more different straight-time rates in a single workweek, the regular pay rate shall be the weighted average of such pay rates.

17.4.3 When requested by the unit member and approved by the department head, the comp time provision may be waived. This option shall be available only at the time the overtime is authorized and shall not be available to pay off accrued comp time. The overtime authorization form shall include the notation “Pay for Overtime.”

17.5 “On-call” time. A unit member not required to remain on the VCOE premises and who is free to engage in his or her own pursuits, subject only to the understanding that the unit member leave word at his or her home or with a designated individual where he or she can be reached, is not working while “on call.” When a unit member is called out on a job assignment, only the time actually spent completing the assignment shall be counted as hours worked. However, when the calls are so frequent or the readiness conditions so restrictive that the unit member is not free to use the intervening periods effectively for his or her own benefit, the unit member may be considered “engaged to wait.” In this event, the time “engaged to wait” is considered work time.

17.6 Unit member shall be completely relieved from duty for the purpose of eating a regular meal. The duty free meal period shall be a minimum of thirty (30) minutes. Such duty free meal period shall not be counted as time worked. If the duty free meal period is rarely and infrequently interrupted for emergency calls, the period of time actually interrupted is counted as hours worked. If the meal period is frequently interrupted by calls to duty, all the meal periods shall be counted as hours worked.

17.7 The length of the school term and holidays shall be consistent with the generally accepted practices of Ventura County School Districts.

17.8 The work year for unit members assigned to community and special education schools shall be 182 days. The work year for unit members assigned to the court school shall be 237 days. Unit members hired prior to November 30, 2006 are not required to work the Extended School Year (ESY) of twenty (20) days. Those employees who were employed after November 30, 2006 shall work the ESY for a total of 202 days and are not eligible for an unpaid leave of absence unless they have the leave approved by VCOE for hardship reasons. In the event that more unit members apply for hardship exemptions than can be accommodated, the criterion for assignment will be seniority. The work day for unit members working in the ESY program is four and one half hours (4 ½). To encourage continuity of service to students in the ESY, the rates of pay for the ESY are two dollars per hour more than the regular hourly rate as specified in the para salary schedule.
By March 15, each eligible unit member shall be given notification of the extended year unpaid leave of absence option that must be completed and returned to Human Resources Department by April 1. Unit members may elect the extended year option, and those not electing the extended year option shall be presumed to be working and notified of their assignment.

17.8.1 The work year for unit members whose classification is Paraeducator—Community School shall be 182 days employees. To the extent positions are available, unit members in this classification will have the right to work in this or other classifications for which they are qualified during the extended year. See 17.8.2 for definition of extended year.

17.8.2 The work year for unit members whose classification is Paraeducator – Special Education, Paraeducator – Special Education (Community School), or Paraeducator – Special Education (Triton and Programs for Students with Emotional Disturbances) shall be 182 days. Unit members hired prior to November 30, 2006 are not required to work the Extended School Year (ESY) of twenty (20) days. Those employees who were employed after November 30, 2006 shall work the ESY for a total of 202 days and are not eligible for an unpaid leave of absence unless they have the leave approved by VCOE for hardship reasons. In the event that more unit members apply for hardship exemptions than can be accommodated, the criterion for assignment will be seniority. The work day for unit members working in the ESY program is four and one-half hours (4 ½). To encourage continuity of service to students in the ESY, the rates of pay for the ESY are two dollars per hour more than the regular hourly rate as specified in the para salary schedule.

By March 15, each eligible unit member shall be given notification of the extended year unpaid leave of absence option that must be completed and returned to Human Resources Department by April 1. Unit members may elect the extended year option, and those not electing the extended year option shall be presumed to be working and notified of their assignment.

17.8.3 The work year for unit members whose classification is Paraeducator—Juvenile Court School or Paraeducator—Special Education (Court School) shall be 237 days. All such unit members shall be entitled to a guaranteed unpaid leave for up to four (4) weeks annually during the summer months provided that an adequate substitute may be found and provided that the quality of service to students will not be impaired.

17.8.4 When extra work days are available (beyond the 182 or 202 days) at a site, unit members already assigned to the site will be given priority based on seniority and classification.
ARTICLE 18. SPECIALIZED PHYSICAL HEALTH CARE SERVICES

18.1 VCOE and the Paraeducators agree that each and every student deserves the best education in the safest environment that can be provided.

18.2 Some students require specialized health care services. For all purposes “specialized health care services will only be those as required during the school day, ordered by a physician, and require medically related training.

18.3 Health care services shall be a shared responsibility of all educators assigned to work with students needing specialized healthcare services; however, the primary provider of health care services will be a trained Paraeducator. VCOE agrees to utilize interest based decision making techniques involving all assigned staff to reach a solution to the specialized healthcare assignment pattern. All providers will maintain their competency as documented by health specialists.

18.4 A Paraeducator will be trained prior to providing these healthcare services. Persons providing specialized physical healthcare services shall also demonstrate competency in basic cardiopulmonary resuscitation and shall be knowledgeable of the emergency medical resources available in the community in which the services are performed. Training includes general training, student specific training, and training for student involvement in self-care.

At the conclusion of the training program and only after a Paraeducator has demonstrated competency of a service will that Paraeducator be certified in writing by VCOE as qualified to render the service.

18.5 To the degree that it is possible while providing necessary healthcare services for students, VCOE will seek to assign those paraeducators willing to render specialized healthcare services to students. If feasible, VCOE will attempt to transfer a Paraeducator rather than require him/her to render specialized healthcare services. However, it is the health of the student that drives the decision.

18.6 VCOE will advertise the requirements for specialized healthcare services on job vacancy announcements when applicable; in order to facilitate the employment of Paraeducators who are willing to perform the required services.

18.7 VCOE agrees to pay a stipend of $30, $75, or $121 to those paraeducators assigned to perform specialized physical healthcare services for each month the service is rendered to a student.

Those paraeducators who perform a total of one but fewer than six services shall receive $30.00 for that month.

Those paraeducators who perform a total of between 6 and 30 services shall receive $75.00 for that month.
Those paraeducators who perform a total of more than 30 services shall receive $121.00 for that month.

18.7.1 Each service performed shall be documented on the appropriate form and noted and totaled on a Classified Monthly Time Sheet and countersigned by the appropriate administrator.

18.7.2 For purposes of this section, the only approved individual categories at this time are as follows;

- Epi Pen administration
- Glucogen administration
- Blood glucose monitoring
- FDA approved rectal emergency seizure medication
- Catheterization
- Tube feeding
- Ostomy care
- Inhaler / nebulizer
- Tracheostomy suctioning and/or
- Suctioning (oral and nasal)
- Vagal Nerve Stimulator (VNS)
- G tube venting
- Apnea monitor
- Pulse oximetry
- Bladder Crede
- Intermittent Positive Pressure Breathing (IPPB)
- Oxygen delivery
- Passy-Muir Trach Valve
- Ventilator

18.8 VCOE and the Federation agree that some of the severely handicapped students we educate may require specialized physical health care services and/or behavior intervention while being transported to and from school. Appropriately trained paraeducators can provide these services to students while riding with the student on the bus. Time outside the designated work hours will be paid at the paraeducator’s regular rate.

When a student requires a paraeducator bus aide, VCOE shall, as a first preference, ask the paraeducator(s) from the student’s class, or, another paraeducator from the school site.

If none of these individuals is willing or able to serve as the bus aide, the administrator of the program, in consultation with the Director, shall have the option of mandatory assignment including rotational assignments as appropriate and feasible.

18.8.1 In addition to the paraeducator’s hourly rate, the bus aide paraeducator assigned to support a student being transported will earn credits toward a specialized bus-care stipend of $30 monthly for 1 to 5 segment(s), or $75 monthly for 6-30 segments, or $121 monthly for 31 or more segments. One credit will be earned for each segment of a student’s route (AM and PM) home to school and school to home. Each student’s daily round-trip will be two credits.
ARTICLE 19. NON-DISCRIMINATION

19.1 UNLAWFUL DISCRIMINATION PROHIBITED. VCOE shall not discriminate except as is otherwise permissible in existing law against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership in an employee organization, or participation in the activities of an employee organization in relation to the application or exercise of any and all rights, activities and/or interests guaranteed by the EERA, Government Code 3540 et seq. generally, and Sections 3540.1, 3543, 3543.2, 3543.5 specifically.
ARTICLE 20. CONSULTATION

20.1 **DUTY TO CONSULT.** VCOE agrees to consult with the Federation during the term of this Agreement according to the requirements of Government Code 3543.2.

20.2 **CONSULTATION COMMITTEE.** VCOE and the Federation agree to institute a balanced committee of representatives to meet on a scheduled monthly basis to review issues of concern. Every effort will be made to resolve concerns at the lowest possible level.
ARTICLE 21. VACATION AND HOLIDAYS

21.1 Facilities of the VCOE will be closed on the following holidays:

- New Year’s Day
- Martin Luther King Day
- Lincoln Day
- Washington Day
- Friday [designated in Spring]
- Memorial Day
- July 4
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Friday following Thanksgiving Day
- December 25

Two days designated annually by VCOE (tied to December 25 and January 1).

Every day appointed by the President or the Governor intended to be a holiday in which unit members are not to work.

Holidays will be scheduled by VCOE, but unit members assigned to particular sites within client school districts may observe holidays as designated within those districts.

21.2 All unit members will be paid for the above holidays if in a paid status on the scheduled workday immediately preceding or succeeding the holiday. When one of the specified holidays falls on a Saturday, it shall be celebrated on the preceding Friday; when one of the specified holidays falls on a Sunday, it shall be celebrated on the following Monday.

21.3 Time taken during the winter and spring recesses shall be recorded as leave (without pay) unless the unit member has accrued vacation to offset the loss of pay. Unit members will be paid for the holidays if in paid status on the last scheduled workday preceding or following the winter and spring recesses.

21.4 VCOE may close schools or classes for cause. Unit members may use vacation or accrued compensatory time to prevent loss of salary on such occasions.

21.5 Vacation shall be authorized for unit members and shall be accrued on the following schedule. For unit members working less than a 12 month, 8-hour day, the following schedule shall be prorated appropriately:
Years of Service | Full-time Equivalent Credit Gained Per Month
---|---
Up to 5 years | .03848 x hours worked
5-10 years | .05769 x hours worked
11 years | .06156 x hours worked
12 years | .06537 x hours worked
13 years | .06923 x hours worked
14 years | .07310 x hours worked
15+years | .07691 x hours worked

21.6 Vacation credit shall accumulate from the first day of regular employment.

21.7 Each site administrator shall be responsible for scheduling vacation periods. Time off shall be scheduled in advance so as not to interfere with the normal functions of the department.

21.8 Periods of less than an annual entitlement are discouraged so that full benefit of the vacation plan can be realized.

21.9 Upon termination, unit members shall be paid the hourly equivalent of their salary times the total accrued vacation at the pay rate at the time of termination.

21.10 While on vacation, unit members shall be compensated at the rate of pay that would be earned had they been on the job.

21.11 Unit members on leave for job related injury/illness shall continue to accrue vacation credit during the time they are on paid leave status.
22.1 The Consultation Committee will be responsible for assigning an Ad Hoc Committee that is balanced to represent all unit members. The consultation committee will be responsible for activating the Ad Hoc Committee to review and recommend job description revisions as the need arises. The Consultation Committee will approve modifications to Job Descriptions.

22.2 Job Descriptions are in Appendix C.
ARTICLE 23. LEAVES

23.1 **Sick Leave**: Every full-time unit member shall be entitled to leave of absence with pay because of illness or injury, whether such absence arises out of or in the course of employment. The amount of leave per year shall be annually credited as follows: ten (10) days for permanent ten month paraeducators and six (6) days for probationary paraeducators with four (4) additional days added upon the satisfactory completion of probation. If any employee uses more days than the earned sick leave and terminated employment, then the excess use shall be recaptured in the final paycheck. Sick leave is available for personal illness.

23.2 Personnel employed for less than full time shall be entitled to a proportionate share of sick leave.

23.3 Sick leave may be used when disability is the result of pregnancy. For this purpose, disability is limited to the period of time the unit member is reasonably certified by a medical doctor to be unable to perform the duties of the unit member’s position.

23.4 If the unit member does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year, with such additional days as the VCOE may allow.

23.5 On July 1 a regular, non-probationary classified employee shall be credited with one hundred (100) working days of paid sick leave including days to which they are entitled under Education Code Section 45191. When such employee is absent from duties on account of illness or accident for a period of one hundred (100) working days or less, whether or not the absence arises out of or in the course of the employment of the employee, the employee will be compensated at not less than fifty (50) percent of the amount the employee would have received had the absence not occurred. This leave is not cumulative.

23.6 Unit members utilizing sick leave for more than five (5) consecutive days may be required to furnish a certificate issued by a medical doctor or other satisfactory evidence of illness. A certificate from the unit member’s physician may be accepted, or the unit member may be required to submit to a physical by a physician designated by the County Superintendent. If required to see a physician designated by the County Superintendent, it shall be at the expense of the County Superintendent.

If a unit member fails to furnish a certificate or refuses to submit to a physical upon request, the unit member’s sick leave may not be in effect and the days of absence may be considered unauthorized personal leave without pay.

The evidence of treatment and the need therefore as a practice of the religion of any well recognized church or denomination will be treated in a non-discriminatory manner.

23.7 A contracted unit member who has exhausted all entitlement to sick leave or other available paid leave and who is absent because of an accident or illness may be granted additional leave without pay not to exceed six (6) months. The County Superintendent of Schools may renew the leave of absence without pay for two (2) additional six (6) month periods.
or such lesser periods as may be deemed appropriate but not to exceed a total of eighteen (18) months. If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his or her position, the employee shall be placed on a reemployment list for a period of 39 months. If at any time during the prescribed 39 months, the employee is able to assume the duties of his or her position, the employee shall be reemployed in the first vacancy in the classification of his or her previous assignment. The employee’s reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Education Code Section 45298 in which case the employee shall be ranked according to his or her proper seniority. Upon resumption of his or her duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee.

23.8 CATASTROPHIC LEAVE

23.8.1 Unit members may donate eligible accrued leave benefits to an individual unit member when that unit member or a member of unit member’s immediate family suffers from a catastrophic illness or injury.

23.8.1.1 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member’s family which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off, including any temporary disability benefits, if applicable.

23.8.1.2 Eligible accrued leave benefits means sick leave and vacation accrued to the donating unit member. (“Other entitlement” sick leave is not an accrued paid leave benefit and is not eligible for donation.)

23.8.2 Eligible accrued leave benefits may be donated to a unit member if all the following requirements are met:

23.8.2.1 The unit member submits a request to the Director of Human Resources that eligible leave credits be donated and provides verification of the catastrophic injury or illness. The unit member’s next of kin or department head may make this request on behalf of a unit member that is unable to make such a request due to the catastrophic illness or injury. The request shall include a summary statement of the unit member’s or family member’s situation that may be published to request donations in the event the request is approved;

23.8.2.2 A catastrophic leave committee consisting of one (1) Federation appointed member, one (1) paraeducator unit member, and the Director of Human Resources, unanimously determines that the unit member is unable to work due to the unit member’s or family member’s catastrophic illness or injury, that the condition will necessitate the unit
member’s extended absence from work, and that the extended absence from work will create a financial hardship;

23.8.2.3 The unit member has exhausted all available paid leave benefits with the exception of the 100-day half pay. Unit members may use Catastrophic Leave prior to the 100-day leave provided this leave is limited to a total of six (6) months during employment with VCOE.

23.8.3 When a unit member’s family member is suffering from a catastrophic illness or injury that requires the unit member to take time off work to care for the family member, the unit member shall request a waiver of the limitation on use of sick leave to care for the family member.

23.8.4 **Catastrophic Leave Committee.** The Catastrophic Leave Committee will review requests for donation of eligible leave benefits for a unit member’s catastrophic illness or injury.

23.8.4.1 The committee may request a variety of information to verify the catastrophic injury or illness of the unit member or unit member’s family member, including but not limited to:

- Diagnosis and/or prognosis from the unit member’s or family member’s treating physician.
- Estimated length of time the unit member will be unable to work due to unit member or family member’s catastrophic illness or injury.
- If family member, justification of why the unit member is the only person available to care for the family member.
- If other resources are available to relieve the hardship.
- Possibility of unit member’s eligibility for disability retirement benefits if unit member’s disability is likely to be permanent.
- Availability of other disability benefits that may be available for catastrophic injury or illness for a unit member’s family member.

23.8.4.2 If the catastrophic leave committee determines the unit member is unable to work due to the unit member’s catastrophic illness/injury, and all eligibility criteria are met, the request to receive donated eligible leave credit will be approved. Otherwise, the committee will indicate the basis of denial of the request.

If the committee determines that the unit member is unable to work due to unit member family member’s catastrophic injury or illness and the situation would entitle the unit member to receive eligible donated leave credits if all available accrued leave were exhausted, the waiver will be
approved. (“Other entitlement” sick leave is not an accrued paid leave benefit and is not available for family illness leave.) Upon exhaustion of accrued leave, if the catastrophic situation has not been resolved, the Director of Human Resources will review the situation. Unit member may be requested to provide an update on the family member’s prognosis or condition. If the circumstances are not substantially changed since the committee approval and the unit member’s absence is expected to continue for an extended period of time, the unit member will be eligible to receive donated accrued leave benefits. If the circumstances have substantially changed, the Director of Human Resources may request that the catastrophic leave committee review the new circumstances and determine if the unit member continues to be eligible to receive donated eligible leave credits.

23.8.4.3 The Director of Human Resources will notify the unit member of the determination of the committee and notify unit members of the request for donation of eligible leave credits, if approved. The notice shall include a donation form, which may be completed and signed, authorizing the transfer of eligible leave credits to the unit member.

23.8.4.4 Upon approval granted in 21.8.4.3 above, the Director of Human Resources shall cause to be issued by VCOE a Call for Sick Leave Notice. The notice shall contain only a request for sick leave donations. A donation form shall be attached to the Notice.

23.8.5 Donation of Eligible Leave Benefits

23.8.5.1 One day is the minimum any unit member may donate and in hour increments thereafter.

23.8.5.2 A minimum of 10 days-accrued sick leave must be maintained in the donor’s available sick leave balance after the donation.

23.8.5.3 Transfer of leave credits will be honored only upon written authorization of the donor. The written authorization shall acknowledge that the donor understands the transfer authorization is irrevocable and that, if the donor was a member of PERS or STRS prior to July 1, 1980, the leave credits will not be available for certification to the retirement system and will therefore result in a reduction of the retirement service credit that would otherwise have been available at the time of retirement.

23.8.5.4 The leave credits donated will be converted to a dollar value, based on the donor’s regular salary rate at the time of the donation. Value will then be converted to hours or days of sick leave for the unit member, based on the current salary rate of the unit member.
23.8.6 Use of Donated Leave Benefits

23.8.6.1 The maximum amount of time that donated leave credits may be used is 6 consecutive months.

23.8.6.2 Continuation of salary from donated leave credits will not entitle the unit member to additional vacation or sick leave accrual, holiday pay, “other entitlement” or “sub difference” pay. Once paid leave benefits have been exhausted, the unit member must physically return to work with the appropriate doctor’s release authorizing the resumption of essential regular job duties and meet any other eligibility requirements for further compensation from paid leave benefits.

23.8.6.3 The unit member shall not accrue seniority credit for the period of time paid from donated leave credits.

23.8.6.4 The Director of Human Resources may request periodic updates on the unit member’s or family member’s status to verify continued eligibility for donated eligible leave benefits.

23.9 Industrial Accident and Industrial Illness Leave

23.9.1 Leaves resulting from an industrial accident or industrial illness shall be granted to members of the classified service, in accordance with the provisions of Section 45192 of the Education Code.

23.9.2 A unit member shall be granted a leave of absence with pay when absent due to an industrial accident or industrial illness, in accordance with the following regulations:

23.9.2.1 Such leaves shall be for a maximum of sixty (60) working days in any one fiscal year for the same accident. In the event that the sixty (60) days will overlap into the next fiscal year the unit member shall be entitled to only those days remaining at the end of the fiscal year in which the accident or illness occurred.

23.9.2.2 Such leave shall not be accumulated from year to year.

23.9.2.3 During all paid leaves of absence required as a result of an industrial accident or industrial illness, whether industrial accident leave, sick leave, vacation, or other paid leave, the unit member shall endorse to the County School Service Fund wage loss benefit checks received under Workers’ Compensation temporary disability. The County School Service Fund shall, in turn, issue the unit member full payment of salary and shall make normal payroll deductions. (E.C. 45192)

23.9.2.4 A unit member’s industrial accident leave shall be suspended automatically for any period during which the unit member is not within
the State of California, unless prior approval has been obtained from the VCOE for absence from the State.

23.9.2.5 Industrial accident or industrial illness leave shall be reduced one (1) day for each day of authorized absence, regardless of a temporary disability award.

23.9.2.6 When industrial accident or industrial illness leave has been exhausted, the unit member may draw from the accrued sick leave and vacation, so as to prevent a loss of salary.

23.9.3 VCOE or authorized representative may require a physical examination to be taken by any unit member of the VCOE.

23.9.3.1 VCOE may either provide the required examination, cause the examination to be provided, or provide the unit member with reasonable reimbursement for the required examination.

23.9.3.2 A medical release is a statement of a medical doctor licensed to practice medicine, pursuant to the California Business and Profession Code section 2000, stating that the unit member is physically able to return to work and resume his or her duties.

23.9.4 When all industrial accident or industrial illness leave, accrued sick leave, and vacation have been exhausted and the unit member is not medically able to resume the duties of the position, the County Superintendent may grant additional leave of absence without pay. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person’s position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person’s previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.
23.10 **Jury Duty**

23.10.1 A leave of absence with pay shall be granted to any unit member who is called for jury duty, including time involved in reporting and selection. Fees received for jury service will be returned by the unit member to the Business Office, as provided by law.

Travel fees received in connection with jury duty are to be retained by the unit member.

23.11 **Military Leave**

23.11.1 Requests for military leave shall be made in writing and shall be consistent with the provisions of the law, as set forth in the California Military and Veterans’ Code, Sections 395 and 395.01

23.12 **Bereavement Leave**

23.12.1 Every unit member is entitled to five (5) days leave of absence for the death of any member of the unit member’s immediate family. No deduction shall be made from the salary of a unit member because of such a leave of absence.

23.12.2 Immediate Family (as defined within Bereavement Leave) Mother, father, grandfather, grandmother, grandchild of the unit member or the spouse of the unit member, spouse, son, daughter, son-in-law, daughter-in-law, brother or sister of the unit member or the spouse of the unit member, or any person living in the immediate household of the unit member. The “step” equivalent of any of the above relatives shall also be considered immediate family.

23.13 **Maternity/Paternity Leave**

23.13.1 Maternity leave shall be made available to eligible unit members upon request. Sick leave accrual and other sick leave available (other entitlement) may be used during the period of actual disability as certified by a medical doctor.

23.13.2 In accordance with Education Code §45196.1, maternity or paternity leave means leave for the reason of the birth of, and/or bonding (within one year of birth or placement) with a child of the employee, or placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Unit members shall be entitled to other entitlement to the extent required in Education Code §45196.1.

23.14 **Leave of Absence**

23.14.1 The VCOE may grant leaves of absence (including parenting leave) to unit members without compensation.
23.14.1 A unit member who has been granted a one (1) year personal leave of absence will not be given credit on the salary schedule for the year of absence.

23.14.1.2 Per 17.8.1 and 17.8.2, there are no 12-months unit members.

23.14.1.3 Personal leaves of absence will not be authorized in consecutive years for the same individual except in extenuating circumstances.

23.14.1.4 A personal leave request may be denied by the program director, based on potential for negative impact on the program. This denial may be appealed to the Human Resources Department. The appeal must be delivered, in writing, to the Human Resources Department within five (5) working days of receipt of the denial. The appeal will be reviewed by the Human Resources department and a final notice of approval or denial will be issued within 30 days of receipt of the appeal.

23.14.1.5 Upon return from a year’s leave of absence, a unit member who has served seventy-five (75%) of the number of days assigned to his or her position will advance to the next step above the one he or she was on during the last period of employment.

23.14.1.6 To advance a step on the salary schedule in a given year, a unit member must complete at least seventy-five (75) percent of the number of days assigned to his or her position.

23.14.1.7 Paraeducators who fail to qualify for FMLA leave because they do not work the qualifying number of hours may be granted unpaid leave under the qualifying conditions of the FMLA for up to thirty (30) work days, provided that they have not received an “Unsatisfactory” or “Needs Improvement” for attendance on their most recent evaluation (see article 10.4.1).

23.14.2 Unit members on leave of absence may continue health and dental insurance coverage by remitting payment of the monthly premium amount in advance of the premium due date.

23.15 **Personal Necessity Leave**

23.15.1 A unit member may elect to use, not exceeding seven (7) days in any one contract year (actual work days), sick leave which has been earned for personal necessities that are serious in nature and involve circumstances the unit member cannot reasonably be expected to disregard, and require the attention of the unit member during assigned hours of work, subject to the following conditions:

23.15.1.1 Any days used as personal necessity leave shall be deducted from the unit member’s sick leave balance.
23.15.1.2 The unit member shall use only that amount of time necessary to adequately alleviate the emergency.

23.15.2 Events justifying personal necessity leave for a unit member.

23.15.2.1 Death of a member of the unit member’s immediate family, when additional leave is required beyond that provided in the bereavement leave policy.

23.15.2.2 One (1) day of leave shall be granted for the death of a relative (who is not a member of the employee’s immediate family), or a close personal friend.

23.15.2.3 An accident involving the unit member’s personal property or the person or property of a member of the unit member’s immediate family.

23.15.2.4 Appearance in court as a litigant or a witness under subpoena.

23.15.2.5 Illness of or medical care of a member of the unit member’s immediate family.

23.15.2.6 Imminent danger to unit member’s home occasioned by an event such as earthquake, flood, or fire.

23.15.2.7 One day of leave shall be granted wherein the presence of the father is needed at the time of birth of his child or when birth is considered imminent.

23.15.2.8 Religious holiday.

23.15.2.9 Other occasions the unit member cannot reasonably be expected to disregard until other than work hours.

23.15.3 Unit members desiring personal necessity leave shall be provided with appropriate request forms by the Superintendent of Schools and shall specify the reason for the request. This form shall be completed and submitted to your site administrator who shall be responsible for approval or disapproval, within five (5) working days of receipt of the request.

23.15.4 The unit member shall not be required to secure advance permission for reasons involving:

23.15.4.1 Death or serious illness of a member of the unit member’s immediate family.

23.15.4.2 Accident involving the unit member’s person or property, or the person or property of a member of the unit member’s immediate family.
23.15.5 The department head may require such proof as deemed necessary for the need of the use of personal necessity leave.

23.15.6 Immediate family, as used in this section, shall have the same meaning as provided in Section 21.12.2

23.16 **Discretionary Personal Necessity Leave**

23.16.1 Discretionary Personal Necessity Leave days (DPNL) are Personal Necessity Leave days a unit member may use at his/her own discretion, without providing written or verbal justification for said leave. Unit members will earn Discretionary Personal Necessity days based on the number of sick leave days accumulated and recorded on the September pay warrant. At no time can DPNL exceed the unit member’s accumulated sick leave. The following scale will be used to determine Discretionary Personal Necessity Leave days:

a. One (1) to thirty (30) days accumulated sick leave = three (3) DPNL days.

b. Thirty-one (31) to sixty (60) days accumulated sick leave = four (4) DPNL days.

c. Sixty-one (61) to one-hundred (100) days accumulated sick leave = five (5) DPNL days.

d. One-hundred one (101) or more days accumulated sick leave = seven (7) DPNL days.

23.16.2 DPNL days must be approved by the supervisor/administrator and require forty-eight (48) hours advanced notification. In the event that the number of unit members at a school/program requesting DPNL leave will interfere, due to excessive absenteeism or other circumstances, with the normal functioning of the school/program and would result in severe hardship for the school/program, the DPNL leave may be denied. DPNL cannot be used to extend holidays or vacations, to seek or engage in remunerative employment or for concerted activities.

23.16.3 There will be no carry-over of DPNL from year to year. DPNL may be used in ½ or in whole day increments. No more than two (2) DPNL days may be used consecutively. DPNL cannot be used when employed on a daily pay rate for days over contract.

23.17 **Family and Medical Leave (FMLA)**


EFFECTIVE DATE: August 5, 1993.
23.17.1 **Length of Leave Entitlement:** An eligible unit member is entitled to a total of 12 workweeks of leave during any 12-month period. Entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

23.17.1.1 The 12-month period is measured backward from the date of leave use. All leave usage which qualifies under the terms of the FMLA leave shall be counted towards the available 12 workweeks within a 12 month period, including intermittent and reduced workload leaves.

23.17.1.2 Reduced workload leave entitlement is calculated on cumulative hours of leave taken, up to the number of hours equivalent to 12 times the number of hours normally worked weekly.

23.17.2 **Length of Employment Eligibility:** Any unit member who has been employed for at least 12 months AND who has been in a paid status for at least 1250 hours during the 12 month period immediately preceding the commencement of the leave is eligible for family and medical leave.

23.17.3 **Eligible purposes:** Leaves for any of the following purposes qualify for Family and Medical Leave:

23.17.3.1 The birth of a child of a unit member, and to care for a newborn;

23.17.3.2 The placement of a child with a unit member in connection with the adoption or foster care of a child by a unit member;

23.17.3.3 Leave to care for a child, parent or a spouse who has a serious health condition;

23.17.3.4 Leave because of serious health condition that makes the unit member unable to perform the essential functions of unit member position.

Both father and mother may take leave for the birth, or placement for adoption or foster care, of a child. In addition, an expectant mother may be entitled to leave prior to the birth of a child for prenatal care purposes if her condition makes her unable to work. Circumstances may also require leave prior to the actual placement of a child for adoption or foster care, for example, to attend counseling sessions, appear in court or consult with unit member attorney in connection with the placement of a child.

If both the husband and wife are employed by the VCOE, the aggregate number of workweeks of leave to which both are entitled is limited to 12 workweeks during any 12 month period for the birth or placement for adoption or foster care of the unit members’ child, or to care for a parent with a serious health condition. This limitation does not apply to leave taken by either spouse to care for the other
who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness.

Leave to care for a family member includes both physical and psychological care, including providing comfort and reassurance which would be beneficial to a seriously ill child or parent receiving inpatient care; or, making arrangements for third party care of a family member.

A “serious health condition” includes an illness, injury, impairment, or physical or mental condition that involves:

23.17.3.5 Any period of incapacity or treatment in connection with or in consequent to a hospital, hospice or residential medical care facility;

23.17.3.6 Any period of incapacity requiring absence from work, school or regular daily activities of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or

23.17.3.7 Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days or for prenatal care.

23.17.3.8 Continuing supervision by a health care provider when the parent, child, spouse or unit member are severely ill but may not be receiving continuing active care or treatment (e.g. when suffering from Alzheimer’s, late stages of cancer or a severe stroke).

“Continuing treatments” include:

23.17.3.8.1 Two or more visits to a health care provider;

23.17.3.8.2 Two or more treatments by a health care practitioner (e.g. physical therapist) on referral from, or under the direction of a health care provider; or

23.17.3.8.3 A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g. medication therapy).

Intermittent leave or reduced work schedule leaves may be allowed when the absence required is not due to a condition that is incapacitating at that point in time (e.g. appointments for cancer treatments, physical therapy, and prenatal care). When leave is taken because of the birth or the placement of a child for adoption or foster care, intermittent leave or reduced workload schedule will not be
approved if the intermittent leave or reduced workload schedule will adversely impact the office or department of the unit member.

If a unit member requests intermittent leave or reduced workload leave to care for a spouse, child or parent or for the unit member’s own serious health condition, the unit member may be required to temporarily transfer to an available alternative position for which the unit member is qualified and that:

a) has equivalent pay and benefits; and

b) better accommodates recurring periods of leave than the regular position of the unit member.

Voluntary or cosmetic treatments that are not medically necessary are not “serious health conditions,” unless inpatient hospital care is required. Absence because of a unit member’s substance abuse, without treatment, does not qualify for FMLA leave.

23.17.4 **Paid/Unpaid Leave:** Leave provided by FMLA in excess of available accrued paid leave shall be unpaid. Any available paid accrued leave shall be used prior to unpaid leave (e.g. vacation, comp time or sick leave) for the unit member. Sick leave available for illness of a family member, under provisions of the Personal Necessity Leave and Catastrophic Leave policies, may be used prior to unpaid leave, at the discretion of the unit member.

23.17.5 **Health, Dental and Vision Insurance Benefits:** Health care, dental and vision benefits coverage shall be continued during the 12 weeks FMLA leave period under the same terms and conditions as applicable to all other unit members. Upon expiration of FMLA leave entitlement, if additional unpaid leave is authorized, continuation of health care and dental benefits coverage shall be allowed with the unit member paying all costs of coverage or as may be allowed in other applicable policies.

23.17.6 **Failure to Return from FMLA Leave:** If a unit member indicates unit member intent not to return from leave (including at the start of the leave), or if the unit member fails to return from leave, paid health and dental coverage will cease unless the unit member does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the unit member to FMLA leave, or other circumstances beyond the unit member’s control, (such as where a unit member’s spouse is unexpectedly transferred to a new job location, someone other than an immediate family member has a serious health condition which the unit member needs to care for, or the unit member is laid off while on leave). The unit member’s desire to stay with a family member even though the family member no longer requires the unit member’s care, or a mother’s decision to stay home with a newborn child and not return to work, do not qualify as “other circumstances beyond the unit member’s control”.

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Except as provided above, if a unit member fails to return after expiration for eligibility for FMLA leave, the unit member shall pay the full cost of coverage for health and dental benefits during the entire period of unpaid FMLA leave. Any amounts due under this section may be deducted from any sums due the unit member (e.g. unpaid wages, vacation pay, etc.). Failure to reimburse the VCOE for the cost of coverage during the period of the unpaid leave shall result in termination of coverage.

If a unit member is unable to return to work because of the continuation, recurrence or onset of a serious health condition, the unit member shall provide medical certification of such claim. The certification shall be issued by the health care provider of the unit member or by health care provider of the unit member’s child, spouse or parent if the unit member is unable to return to work because of the need to take care of one of these individuals. The certification shall indicate that the unit member is prevented from performing the functions of the position or is needed to care for the family member on the date the leave expired. If a requested certification is not provided within 30 days, the cost of coverage provided during the period of unpaid FMLA leave shall be due and payable.

23.17.7 **Unit Member Status While On Leave**: FMLA leave does not constitute a break in service for purposes of longevity and/or seniority. Seniority shall not be earned for any period of time on unpaid leave. Unit members returning from leave shall return with no less seniority for purposes of layoff, recall, vacation accrual or other seniority related benefits.

23.17.8 **Medical Certification/Recertification**: Medical certification from the health care provider of the individual requiring care shall be provided initially upon request for FMLA leave. The certification shall indicate the estimated duration of the need for leave. Periodic updates or recertification may be required upon expiration of the period of leave originally estimated or every 30 days, if requested by the Human Resources Department.

VCOE may, at its own expense, require the eligible unit member to obtain the opinion of a second health care provider designated or approved by the VCOE. When the second opinion differs from the first, the VCOE may require, at its own expense, that the unit member obtain the opinion of a third health care provider designated and approved jointly by the VCOE and unit member. The opinion of the third health care provider shall be considered final and binding on the VCOE and unit member.

If leave is foreseeable, medical certification must be provided within fifteen days after receipt of the unit member’s request for leave. If the unit member fails to provide certification, the leave may be denied until certification is provided. If the leave is not foreseeable, the certification shall be provided within fifteen days, or as soon as is practicable under the circumstances. Failure to provide certification within a reasonable time under the pertinent circumstances may result in denial of continuation of the leave.

23.17.9 **Advance Notice Required**: If the event necessitating the leave becomes known to the unit member more than 30 calendar days prior to the need for a leave, the
unit member shall provide notice as soon as unit member learns of the need for a leave — at a minimum, 30 days written advance notice.

If the event necessitating the leave becomes known to the unit member less than 30 calendar days prior to the unit member’s need for a leave, the unit member shall provide as much advance notice as possible, and, at a minimum, written notice no more than five working days from learning of the need for the leave.

If the need for a family care leave is foreseeable, due to a planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the unit member shall provide reasonable advance notice of the need for the leave and consult with the supervisor regarding the scheduling of the treatment or supervision so as to minimize disruptions to the school/department. Any such scheduling shall be subject to the approval of the health care provider of the family member.

Prior to granting a leave under this policy, medical certification as identified above, may be required.

23.17.10 Reinstatement upon Return From Leave: Upon return from FMLA leave, a unit member shall be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, provided the unit member is able to perform the essential duties of the position.

If the FMLA leave was due to the unit member’s own serious health condition, prior to returning to work the unit member shall provide a certification from the health care provider that the unit member is able to resume the essential duties of the position.

23.17.11 Remedies for VCOE Violation of the Act: If a unit member’s rights under the FMLA have been violated, the unit member may file a complaint with the Secretary of Labor, the Fair Employment and Housing Commission, or file a private lawsuit within two years after the last action which the unit member contends was in violation of the Act, or three years if the violation was willful.
ARTICLE 24. PROCEDURE FOR UNIT MEMBER LAYOFF

24.1 Definitions

24.1.1 Layoff: The termination of a unit member because of lack of work or a lack of funds. An employee may be laid off if:

24.1.1.1 A position is being eliminated and the unit member has the least seniority in class.

24.1.1.2 The unit member has been displaced following the return from leave of a unit member with greater seniority.

24.1.1.3 The unit member has been “bumped” or displaced by a unit member whose position was eliminated.

24.1.1.4 The unit member has been unable to return to duty following the exhaustion of specified periods of paid and unpaid illness or industrial accident leave.

24.1.2 Re-Employment Rights: The right to the next vacant position in class ahead of any person with less seniority on the re-employment list and ahead of all new applicants.

24.1.3 Re-Employment List: A list of the names of laid-off unit members, arranged by unit member in rank order from the greatest seniority to the unit member with least seniority in the classification from which the unit member has been laid off, plus higher classes.

24.1.4 Bumping Rights: The right, when actually facing layoff, to displace a unit member with the least seniority in the same class or a lower class in which the unit member who is facing layoff has formerly held permanent status. [This process applies to positions vacated by layoff in the class or lower class.]

24.1.5 Break in Service: A complete separation of a regular employment relationship with VCOE. A VCOE approved leave of absence, either paid or unpaid, is not considered a break in service.

24.1.6 Equal Class: For the purposes of layoff when a unit member has attained permanency in an equal class, i.e., a Paraeducator—Juvenile Court School, a Paraeducator—Community School, a Paraeducator—Special Education, a Paraeducator—Special Education (Court and Community School), and a Paraeducator—Special Education (Triton and Programs for Students with Emotional Disturbances), the service in paid status will be counted as applicable seniority.
24.1.7 **Higher Class**: Service in any class within job families that receives a higher rate of pay than the class being laid off. The basic salary range for a class is the determining factor and not responsibility or longevity of individual unit members.

24.2 **Procedures for Layoff**

24.2.1 **Notice of Layoff**. The Superintendent will give unit members no fewer than thirty (45) calendar days’ notice prior to the effective date of his or her layoff. Such notice shall inform the unit member of his or her displacement rights, if any, and re-employment rights.

24.2.2 **Criterion for Layoff**. Length of service (seniority) shall be the only criterion used to effect layoffs.

24.2.3 **Order of Layoff**

24.2.3.1 Unit members shall be laid off in inverse order of seniority by job classification. Unit members who have been employed the shortest time in the classification, plus equal and higher classifications, shall be laid off first.

24.2.3.2 No permanent or probationary unit member shall be laid off from any position while unit members serving under emergency, provisional, short-term, or substitute status are retained in positions of the same class.

24.2.3.3 In the event of a question of equal seniority, where two or more unit members have the same hours of service, layoff and re-employment shall be determined by lot.

24.2.4 **Rights of Unit Members Upon Layoff**

24.2.4.1 A re-employment list for each classification subject to layoffs will be established and maintained for 39 months, or until exhausted, whichever is sooner.

24.2.4.2 The names of unit members who are laid off will be placed on the re-employment list in accordance with length of service in the class, plus equal and/or higher classes.

24.2.4.3 Persons on layoff re-employment lists will be re-employed over all other candidates for a position vacancy.

24.2.4.4 Unit members on re-employment lists shall be eligible to compete for vacancies for which they can qualify and shall be considered as promotional applicants, as provided for in the rules of VCOE.

24.2.4.5 A unit member who meets the qualifications may elect retirement under the Public Employees Retirement System and shall be placed on an appropriate re-employment list. If a unit member subsequently accepts, in writing, an appropriate vacant position within the period of 39
months, VCOE shall maintain the position [by filling it with a substitute] until PERS has processed the request for reinstatement from retirement.

24.2.4.6 Unit members who have had health benefits continuously for two years or more, and who, as a result of hours reduction will lose their eligibility for benefits (or a portion of those benefits), will have those benefits continued at VCOE expense for ninety (90) days.

24.2.5 Demotions in Lieu of Layoff (Bumping Rights)

24.2.5.1 In lieu of being laid off, a unit member with more seniority may elect demotion to the least senior position in a class with a lower salary status in which he/she had previously earned permanent status and for which he/she is still qualified.

24.2.5.2 To be considered for demotion in lieu of layoff, a unit member must notify VCOE in writing of such election not later than five (5) working days after receiving layoff notice and rights to demotion.

24.2.5.3 A unit member demoted pursuant to this rule shall be placed on the step of the salary range of the classification to which he/she is demoted which is closest to, but not greater than, his/her present salary.

24.2.5.4 A unit member displaced pursuant to this rule shall have the same rights as persons laid off for lack of work or lack of funds.

24.3 Re-Employment

24.3.1 Laid-off unit members are eligible for re-employment in the classification from which the unit member was laid off for a 39-month period from the effective date of layoff and shall be re-employed in the reverse order of layoff, as vacancies become available.

24.3.2 Laid-off unit members who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the unit member’s option, returned to a position in their former classification or a position with increased assigned time as vacancies become available for a period of 39 months from the effective date of layoff or reduction. Such unit members shall be ranked in accordance with their seniority on the re-employment list.

24.3.3 When a vacancy occurs in a class for which a layoff re-employment list has been established, the senior unit member will be notified and given an opportunity to accept the vacancy. The laid off unit member may decline the offer of employment and retain his position on the list. The offer will then be made to the next person on the list. A unit member who has been laid off is eligible for rehire in a position of the same or fewer hours as held at the time of the layoff. A unit member who has been laid off may refuse the first offer of re-employment, but the rejection of the
second offer will constitute a waiver of the unit member’s statutory right to be on the re-employment list.

24.3.4 A unit member who has been laid off for lack of work or lack of funds and who is on the layoff re-employment list, may be employed as a substitute or short-term unit member in this original class or any other class for which he/she is qualified, and such employment shall in no manner jeopardize or otherwise affect his/her status or eligibility for re-employment.

24.3.5 A permanent unit member who is laid off and is subsequently re-employed within 39 months shall have all rights and privileges restored. A probationary unit member shall continue to serve out the remainder of the probation period and shall also have all rights and privileges restored. No seniority credit shall be earned during periods of separation or when on a re-employment list from VCOE.

24.3.6 A unit member may challenge his/her place on the seniority list by making objections known in writing to the Director of Human Resources who shall review the objections and conduct an audit and make the results known to the Federation and the unit member prior to the effective date of any layoff involving the unit member. If no such objection is received prior to layoff, the unit member is considered to have waived his/her right to grieve based upon improper seniority.

24.3.7 Laid off unit members are responsible for maintaining a current address and phone number with the Human Resources Department. Any unit member who fails to maintain a current address and phone number waives all right to notification of vacancies.
24.4 Calculating Seniority

24.4.1 Seniority or length of service, for layoff purposes, shall be calculated on the basis of hours in paid status in class plus equal and/or higher classes, with the exceptions provided below.

24.4.1.1 Time on an approved paid leave of absence shall be counted towards seniority. Time on extended illness leave shall be counted only for the number of paid hours.

24.4.1.2 Time served prior to a break in service shall not be counted toward seniority, with the following exception: a break in service is disregarded and seniority credit for prior service is granted if unit member is reinstated, re-employed in regular status, or appointed to a regular position within 39 months after layoff while his name is on a re-employment list.

24.4.1.3 Time served as a substitute or short-term employee prior to regular appointment shall not count towards seniority in class.

24.5 Sole Remedy: If it is determined that a unit member has been improperly laid off and would have been otherwise entitled to employment, the unit member shall be re-employed immediately upon discovery of the error. Seniority, step placement, vacation accrual rate and sick leave hours shall be reinstated as if there were no interruption in service.

24.6 The above constitutes the full and complete understanding of the parties concerning layoff and effects of layoff.

24.7 The Human Resources Department will maintain an updated seniority list of unit members by classification.
ARTICLE 25. COMPENSATION AND BENEFITS

25.1 VCOE contributes the basic and extended benefits for eligible unit members and their families for major medical, dental and vision insurance plans.

25.2 All regular and probationary unit members working half time or more are eligible for coverage in proportion to the percentage that their hours are to full time. This proration is applicable to those unit members hired after the ratification of this agreement. Substitutes (not members of the unit) are not eligible for coverage regardless of the percent of time worked on a daily, weekly or monthly basis. Unit members required to contribute to obtain health benefits may elect to waive participation in the plan.

25.3 Unit members shall be eligible for coverage on the first of the month following the first month the unit member works at least ten (10) days in a qualifying status. Unit members shall not gain eligibility during summer school or extended session classes. Eligibility for VCOE paid health and dental insurance coverage shall expire on the last day of the month in which the unit member last works.

25.4 VCOE currently provides a self-funded health insurance program through Coastal Schools Employees Benefit Organization. Current examples of offerings include Blue Cross HMO, Blue Cross PPO and Kaiser Permanente.

25.4.1 Between July 1, 2006 and July 1, 2014 new eligible unit members were enrolled in one of the Health Maintenance Organizations (HMO) offered through CSEBO for the initial two years of their employment. Any such employees who wished to enroll in the Preferred Provider Plan (PPO) during the first two years of employment were required to reimburse the employer for the differential cost between the PPO and the HMO. Effective July 1, 2014, all employees are subject to the same criteria as defined in section 25.4.

25.5 VCOE currently provides a self-funded dental insurance program as well as a vision program through the Coastal Schools Employees Benefit Organization. Current examples of the offerings are Delta Dental Plan of California and Medical Eye Services.

25.6 VCOE shall maintain the benefits described in sections 23.4 through 23.5 above, for the duration of this Agreement, unless mutually agreed to revise coverage.

25.7 Upon expiration of health and dental insurance benefits provided by the VCOE, unit members, former unit members, and/or eligible family members may purchase continuing coverage in accordance with the provisions of Title X of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 (P.L. 99-272) and the administrative regulations of VCOE.

25.8 Retirees and spouses of retirees no longer covered by a retiree health benefit plan may purchase medical and dental insurance in accordance with the provisions of state law and the administrative regulations of VCOE. Retirees currently covered by the retiree health benefit plan may purchase dental and vision insurance in accordance with the above referenced law and regulations.
25.9 Unit members are allowed an amount, not to exceed four hundred ($400) dollars per year, for reimbursement of tuition, textbooks, registration and laboratory fees for job-related course or courses required for a degree related to the job field.

25.10 To qualify for reimbursement, the unit member shall follow the procedure outline on the application form, the department head shall certify that the course, or the degree in the job field, has the potential to help the employee become more effective in performing the job and the Director of Human Resources shall approve the school and course.

25.11 If the unit member voluntarily leaves the employment of VCOE within one year of the date of course completion, the unit member shall refund the tuition reimbursement as follows: 100% refunded if voluntary termination within six months; 16.66% per month refunded for each month less than 12 months if voluntary termination is from 6 to 12 months of course completion. The refund shall be made from the final pay due the unit member unless the amount is insufficient to cover the reimbursement. In that case the unit member shall refund any remaining balance within 30 days of written demand.

25.12 Paraeducators who qualify according to the criteria established by VCOE for certification as competent in a second language and who are routinely required to use those second language skills to accomplish their job function, are eligible for a bilingual stipend as set out in Appendix A. Except as specifically directed by an administrator, those paraeducators who are eligible for the bilingual stipend shall perform these functions within their regular workday. The primary purpose for the recognition of their skills is to assist directly at the school site where the paraeducator is assigned.

25.13 There shall be a professional growth stipend of two and one half (2½%) for all paraeducators who are eligible for the Professional Growth Program. Please refer to the Paraeducator Handbook for details.

25.14 There shall be a Paraeducator Certification Program that serves as an alternative to the Professional Growth Program. Please refer to the Paraeducator Handbook for details.

25.15 Longevity stipends at 10, 15, 20, 25, and 30 years will be in three-hundred dollar increments, ($300.00) starting at six-hundred dollars ($600.00). Paraeducators with five or more hours are entitled to the full amount. Those below five hours will have their entitlement prorated based on the ratio their assigned hours are to six. For example, four-hour unit members with ten years of service would receive a longevity stipend of four-hundred dollars ($400.00), 2/3 of $600.00.
ARTICLE 26. DESIGNATED PARAEDUCATORS (SPECIAL EDUCATION)

26.1 When the paraeducator function in the classroom calls for multiple medical/hygiene/behavioral procedures, designated paraeducators will be compensated for the extra responsibility placed on them when the regular classroom teacher is out for a designated period of time. The principal or designee must specifically indicate to the employee that he/she will be the “Designated Paraeducator” for a designated period of time. The “Designated Paraeducator” will be informed by the principal or designee as to the responsible credentialed employee assigned to the classroom.

26.2 The Designated Para is normally the regular Paraeducator with the most seniority assigned to that class.

26.3 Under certain circumstances an additional (substitute) paraeducator may be hired for the designated period of time.

26.4 Although the decision for the necessity of the assignment is the responsibility of the principal, the following criteria are provided to assist both principals and paraeducators in the type of analysis for the decision to appoint or not appoint a designated paraeducator:

The following criteria are provided when a designated paraeducator would normally be appointed.

26.4.1 When an inexperienced substitute teacher is assigned to the classroom.

26.4.2 When the teacher and other regular paraeducators are absent from the classroom.

26.4.3 When multiple and significant medical, behavior, and/or safety issues exist in the classroom.

The following criteria are provided when a designated paraeducator would normally not be appointed:

26.4.4 When the classroom is appropriately staffed.

26.4.5 When the classroom is supported by ample support resources, such as principal, other classroom teachers, psychologists, speech and language specialists, and/or behavior specialists

26.4.6 When all the paraeducators in the classroom are probationary employees.

26.4.7 When the senior Paraeducator is on a Performance Remediation Plan.

26.4.8 When the paraeducator is serving as the designated substitute teacher.

26.5 Paraeducators who are assigned as “Designated Paraeducators” will be paid at the flat rate of $15 per day.
ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 **INDIVIDUAL CONTRACTS.** Any individual contract between the VCOE and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement. New employees will be assigned an email address as part of the hiring process. When employees terminate, their email access will be removed.

27.2 **COPIES OF AGREEMENT.** After ratification of the Agreement, VCOE shall place the Agreement on the VCOE website (under the Human Resources link) and duplicate a limited number of hard copies. Each school site will receive a hard copy and the Federation will receive twenty (20) copies (Please see Article 5.10).

27.3 **ARBITRARY APPLICATION PROHIBITED.** The provisions of this Agreement shall not be interpreted or applied in a manner that is arbitrary, capricious or discriminatory. Rules that are designed to implement this Agreement shall be uniform in application and effect.
ARTICLE 28. SAVINGS

28.1 **SEVERABILITY AGREEMENT.** If any provision of this Agreement or any application thereof to any unit member is held by a court of competent jurisdiction or legislative action to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
ARTICLE 29. TERM OF AGREEMENT

29.1 EXPIRATION OF AGREEMENT. This Agreement shall become effective upon ratification by the respective parties and shall remain in full force and effect from July 1, 2018 to June 30, 2021.

29.2 RENEGOTIATIONS DURING TERM. The parties shall renegotiate salary and health benefits for each fiscal year. Additionally, each party may designate up to two (2) articles for annual reopening as well as one “hot button” item of either party’s choice with the exception of salary and benefits (which may occur at any time during that year). Issues of concern to either VCOE or the Federation may be brought to Consultation at any time.
APPENDIX A

PARAEDUCATOR SALARY SCHEDULE
<table>
<thead>
<tr>
<th>Grade</th>
<th>Level of Responsibility</th>
<th>Annual # of Work Days</th>
<th>Hourly Rate</th>
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<td>$20.99</td>
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Other Compensation:

Longevity Stipends
7 years of service with VCOE - $300.00/year
10 years of service with VCOE - $600.00/year
13 years of service with VCOE - $750.00/year
16 years of service with VCOE - $900.00/year
20 years of service with VCOE - $1,200.00/year
25 years of service with VCOE - $1,500.00/year
30 years of service with VCOE - $1,800.00/year

Designated/Lead Para Stipend
$15.00/day

Bilingual Stipend
2.50% of hourly wage

Specialized Health Care Procedures (SCP)
One Way Bus Aide Trip (OWT)
1 - 5 Procedures/Trips = $30.00/month
6 - 30 Procedures/Trips = $75.00/month
31 or more Procedures/Trips = $121.00/month

*Plus 13 paid holidays
**Could be 19 work days and 1 paid holiday if July 4th is part of ESY calendar
Ventura County Office of Education
ParaEducator Salary Schedule
Classified
2018-2019

<table>
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<tr>
<th>Grade</th>
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Other Compensation:

Longevity Stipends
- 7 years of service with VCOE - $300.00/year
- 10 years of service with VCOE - $600.00/year
- 13 years of service with VCOE - $750.00/year
- 15 years of service with VCOE - $900.00/year
- 20 years of service with VCOE - $1,200.00/year
- 25 years of service with VCOE - $1,500.00/year
- 30 years of service with VCOE - $1,800.00/year

Designated/Lead Para Stipend
$15.00/day

Bilingual Stipend
2.50% of hourly wage

Specialized Health Care Procedures (SCP)

One Way Bus Aide Trip (OWT)
- 1 - 5 Procedures/Trips = $30.00/month
- 6 - 30 Procedures/Trips = $75.00/month
- 31 or more Procedures/Trips = $121.00/month

*Plus 13 paid holidays
APPENDIX B

PARAEDUCATOR DEVELOPMENT REVIEW FORMS
Employee’s Name: ____________________  Position: ____________________

Return to HR by: ____________________

As per Article 10.2: The probationary period will be 120 work days (not counting leave or extended school year (ESY)). The probationary period may be extended for up to 45 work days to allow for further opportunity to evaluate. Evaluations shall be performed for probationary unit members on or about the 60th and 100th day, and additionally as necessary:

☐ 60th Day Evaluation:
☐ 100th Day Evaluation:

PROBATION:
This employee will complete the 120 working day probation period, and will become permanent on: ____________

Based on this evaluation, this employee has:
☐ Not successfully completed probation, I recommend:
   ☐ Termination proceedings begin immediately
   ☐ Extension of probation for a period of ________________ (Not to exceed an additional 45 working days from the 120th working day.)

☐ Successfully completed probation, I recommend permanent status

Supervisor’s Signature: ____________________  Department Head Approval: ____________________  Date: ____________________  Human Resources Approval: ____________________

Check the appropriate box for each of the performance areas that applies to employee’s work.
Satisfactory (S) - regularly meets/exceeds performance standards
Needs Improvement (N) - to meet performance standards
Unsatisfactory (U) - regularly does not meet performance standards

<table>
<thead>
<tr>
<th>1. QUALITY/QUANTITY OF WORK</th>
<th>S</th>
<th>N</th>
<th>U</th>
<th>4. RELATIONSHIPS WITH OTHERS</th>
<th>S</th>
<th>N</th>
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<tr>
<td>a. Job knowledge</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>a. Has the respect of co-workers</td>
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<tr>
<td>b. Neatness</td>
<td>☐</td>
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<td>☐</td>
<td>b. Helps others cheerfully</td>
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<tr>
<td>c. Thoroughness</td>
<td>☐</td>
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<td>☐</td>
<td>c. Supports team effort</td>
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<tr>
<td>d. Volume of output/efficiency</td>
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<th>2. WORK ATTITUDES</th>
<th>S</th>
<th>N</th>
<th>U</th>
<th>5. EFFECTIVENESS WITH STUDENTS</th>
<th>S</th>
<th>N</th>
<th>U</th>
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<tbody>
<tr>
<td>a. Endeavors to improve work techniques</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>a. Sensitivity to student dignity</td>
<td>☐</td>
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<tr>
<td>b. Accepts new ideas and procedures</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>b. Positive behavior management</td>
<td>☐</td>
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<tr>
<td>c. Accepts criticism and suggestions</td>
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<td>☐</td>
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<td>c. Fair and impartial</td>
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<tr>
<td>d. Accepts responsibility willingly</td>
<td>☐</td>
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<td>d. Positive role model</td>
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<tr>
<td>e. Demonstrates interest in work</td>
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<tr>
<th>3. WORK HABITS</th>
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<th>6. PERSONAL QUALITIES</th>
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<tbody>
<tr>
<td>a. Observes health and safety standards</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>a. Good judgement</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>b. Keeps regular attendance (see 10.4.1)</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>b. Initiative</td>
<td>☐</td>
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<tr>
<td>c. Observes established working hours</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>c. Adaptability</td>
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<tr>
<td>d. Works without immediate supervision</td>
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<td>d. Appropriate appearance</td>
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<tr>
<td>e. Complies with general rules and regulations</td>
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<td>e. Courtesy and Tact</td>
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<tr>
<td>f. Observes VCOE instructional mission</td>
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<td>☐</td>
<td>☐</td>
<td>f. Respect for confidentiality</td>
<td>☐</td>
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As per Article 10.5: Any “unsatisfactory” or “needs improvement” in the summary evaluation requires the evaluator or his or her designee to have provided prior feedback on the designated area of performance and attendance.
Employee's Name: ____________________________

COMMENTS: Comments or special commendation should be made. Suggestions to aid employee in improving performance should also be made.

Certificated employee(s) providing input: ________________________________

This evaluation and all attachments will be placed in your personnel file. You have (10) days from receipt of this evaluation to make any signed written comments you wish, which will be attached to this evaluation and placed in your personnel file.

EMPLOYEE COMMENTS: I understand my signature does not necessarily mean I agree with the above statements, only that I have read and understand them.

Employee’s Signature: ____________________________ Date: ____________________________

CC: □ Human Resources □ Payroll □ Department/Employee

VCOE HR-11.2015

Page 2 of 2
## PARAEDUCATOR DEVELOPMENT REVIEW – PERMANENT EMPLOYEE
VENTURA COUNTY OFFICE OF EDUCATION

Employee’s Name: ____________________________  Position: ____________________________

Return to HR by: ____________________________

- [ ] Annual Evaluation: April 1, 20_______
- [ ] Interim Evaluation:

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<tr>
<th>Supervisor's Signature:</th>
<th>Department Head Approval:</th>
<th>Date:</th>
<th>Human Resources Approval:</th>
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</table>

Check the appropriate box for each of the performance areas that applies to employee’s work.

**Satisfactory (S)** – regularly meets/exceeds performance standards

**Needs Improvement (N)** – to meet performance standards

**Unsatisfactory (U)** – regularly does not meet performance standards

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As per Article 10.6: Any “unsatisfactory” or “needs improvement” in the summary evaluation requires the evaluator or his or her designee to have provided prior feedback on the designated area of performance and attendance. Either a “needs improvement” or an “unsatisfactory” will provide the permanent unit member an opportunity to have that area(s) reevaluated within sixty days.
Employee’s Name: ______________________

COMMENTS: Comments or special commendation should be made. Suggestions to aid employee in improving performance should also be made.

Certificated employee(s) providing input: ______________________

This evaluation and all attachments will be placed in your personnel file. You have (10) days from receipt of this evaluation to make any signed written comments you wish, which will be attached to this evaluation and placed in your personnel file.

EMPLOYEE COMMENTS: I understand my signature does not necessarily mean I am in agreement with the above statements, only that I have read and understand them.

CC: □ Human Resources      □ Payroll      □ Department/Employee
APPENDIX C

PARAEDUCATOR JOB DESCRIPTIONS BY CLASSIFICATION
CLASS TITLE: PARAEDUCATOR - COMMUNITY SCHOOL

BASIC FUNCTION:

Under the direction of an assigned supervisor, assist teachers, therapists and other staff with learning programs and individual needs in one or more community school programs.

REPRESENTATIVE DUTIES:

Assist teachers, therapists and other staff with instructional activities. 

Tutor student individually or in small groups to reinforce classroom material.

Assist students with organizing their time and school work.

Collect observational and evaluative data and provide feedback regarding students; participate in staff meetings for assigned classes and programs.

Assist in the development of instructional materials to be presented in class; assist in classroom presentations as directed by the teacher.

Correct student papers; review papers with students to provide feedback.

Monitor attendance and tardiness; prepare reports; follow-up on absenteeism by phoning parents or guardians.

Consult with teacher, therapists and other regarding individual and group educational goals and objectives.

Maintain appropriate supplies, materials and equipment; take periodic inventories.

Work with students in the Learning Center to set up work areas in audio-visual equipment, computer programs and other equipment and issue textbooks.

Provide a variety of clerical support activities for the classroom or program; type, copy and assist in maintaining files; maintain records as assigned.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Basic subjects taught in District schools including arithmetic, reading, writing, grammar and spelling.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Safe practices in classroom activities.

Classroom procedures and appropriate student conduct.
Basic instructional methods and techniques.
Record-keeping techniques.
Laws, rules and regulations related to assigned activities.
Policies and objectives of assigned program and activities.
Applicable sections of the State Education Code and other applicable laws.
Interpersonal skills using tact, patience and courtesy.
Health and safety regulations.
Proper methods of storing equipment, materials and supplies.

ABILITY TO:
Assist with instruction and related activities in a classroom or assigned learning environment.
Reinforce instruction to individual or small groups of students as directed by the teacher.
Perform clerical duties related to classroom activities.
Operate and demonstrate the use of laboratory materials and equipment.
Monitor and evaluate student progress.
Communicate effectively both orally and in writing.
Establish and maintain cooperative and effective working relationships with others.
Maintain routine records.
Determine appropriate action within clearly defined guidelines.
Observe health and safety regulations.
Observe legal and defensive driving practices.

EDUCATION AND EXPERIENCE:
Any combination equivalent to: graduation from high school and one year experience working with students in an organized setting. Due to receipt of Title I funding in VCOE Court/Community Schools, requirements under the No Child Left Behind Act (NCLB) must be met. These requirements include:

- Minimum forty-eight (48) general education units or
- Associate Arts (AA) degree or above.

WORKING CONDITIONS:
ENVIRONMENT:
Classroom environment working with students with a variety of problems including drug and alcohol abuse.

PHYSICAL ABILITIES:
Require vision (which may be corrected) to read small print, hearing and speaking to exchange information and assist students in instructional activities, dexterity of hands and fingers to operate a variety of instructional equipment, sitting or standing for extended periods of time, and kneeling or crouching.
CLASS TITLE: PARAEDUCATOR - JUVENILE COURT SCHOOLS

BASIC FUNCTION:

Under the direction of an assigned supervisor, assist teachers in classroom instruction and supervision of students: tutor and reinforce students in various subject areas; assist teachers with clerical and record-keeping functions.

REPRESENTATIVE DUTIES:

Assist teachers with supervision of students in a classroom setting within the juvenile hail and with various instructional activities. E

Assist in the general orientation of students when first entering program: complete orientation packets: register and test new students; administer and grade student assessment tests; complete forms and administer tests for vocabulary, reading comprehension, math and other subjects as directed. E

Assist teacher in taking hourly and daily attendance; perform filing, record-keeping and other general clerical work; collect observational and evaluative data and provide feedback regarding students. E

Monitor student behavior; provide input to the teacher regarding unusual activities, student progress, discipline issues and suggestions for improving student learning. E

Monitor PE activities: lead curricular and extra-curricular activities as directed. E

Tutor students individually or in small groups to reinforce classroom material; grade student work. E

Assist with special events as directed; monitor student in study sessions and activities. E

Assist in the development of instructional materials to be presented in class: assist in classroom presentations as directed by the teacher. E

Participate in meetings regarding student progress with teacher and other Correctional personnel. E

Maintain inventory supplies and equipment. E

Assist in laboratories. E

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Basic subjects taught in District schools including arithmetic, reading, writing, grammar, spelling, science, and social studies.
Correct English usage, grammar, spelling, punctuation and vocabulary.
Safe practices in classroom activities.
Classroom procedures and appropriate student conduct.
Basic instructional methods and techniques.
Record-keeping techniques.
Laws, rules and regulations related to assigned activities.
Policies and objectives of assigned program and activities.
Applicable sections of the State Education Code and other applicable laws.
Methods and strategies in working with at-risk youth.
Interpersonal skills using tact, patience and courtesy.
Health and safety regulations.
Proper methods of storing equipment, materials and supplies.

ABILITY TO:
Assist with instruction and related activities in a classroom or assigned learning environment.
Reinforce instruction to individual or small groups of students as directed by the teacher.
Administer and grade student assessment tests.
Perform clerical duties related to classroom activities.
Operate and demonstrate the use of educational and laboratory materials and equipment.
Monitor and evaluate student progress.
Communicate effectively both orally and in writing.
Establish and maintain cooperative and effective working relationships with others.
Maintain routine records.
Determine appropriate action within clearly defined guidelines.
Observe health and safety regulations.
Observe legal and defensive driving practices.

EDUCATION AND EXPERIENCE:
Any combination equivalent to: graduation from high school and one year experience working with students in an organized setting. Due to receipt of Title I funding in VCOE Court/Community Schools, requirements under the No Child Left Behind Act (NCLB) must be met. These requirements include:

- Minimum forty-eight (48) general education units or
- Associate Arts (AA) degree or above.

WORKING CONDITIONS:
ENVIRONMENT:
Working with incarcerated juveniles in a jail setting.

PHYSICAL ABILITIES:
Require vision (which may be corrected) to read small print; hearing and speaking to exchange information and assist students in instructional activities, dexterity of hands and
fingers to operate a variety of instructional equipment, sitting or standing for extended periods of time, and kneeling or crouching.

HAZARDS:
Working directly with juvenile offenders: subject to physical harm and contact with abusive individuals.
CLASS TITLE: PARAEDUCATOR - SPECIAL EDUCATION

BASIC FUNCTION:
Under the direction of an assigned supervisor, assist a certificated teacher in providing academic and social instruction and assistance to individuals or small groups of students with special education needs; monitor and report student progress regarding behavior and performance; assist students in developing various self-help skills, including hygiene, eating, social, community, vocational and leisure/recreational skills.

REPRESENTATIVE DUTIES:
Provide academic and social instructional assistance to individuals or small groups of special education students with severe disabilities. E

Assist students during classroom activities, lunch, physical education periods and various other activities as directed; model and assist in instructing students in appropriate social and academic behavior and provide emotional support; assist in integrating special education students into the general education population. E

Reinforce instruction as directed by the instructor and assist with the presentation of learning materials and instructional exercises. E

Provide individual instructional assistance to students experiencing learning difficulty; use instructional activities to reinforce lesson plans; explain errors and answer questions. E

Assist students in their understanding and comprehension of reading, writing, language arts, math, social studies and other basic subjects areas; perform remedial exercises and other basic instruction as required. E

Assist students in developing food purchasing and preparation skills; prepare lunch to meet student’s individual eating needs as necessary; feed students unable to self-feed; dispense medications as required; wash and clean eating areas, plates and utensils. E

Prepare the classroom and assist in preparing lessons and instructional materials as directed by the teacher; prepare materials to assist student learning comprehension. E

Assist in administering, correcting and recording tests, papers, essays and homework assignments as directed; prepare homework packets as assigned. E

Assist students in community vocational training; ride with students on public buses; train and assist students at job sites with duties and a variety of activities as necessary according to individual needs; escort students to libraries, parks, shopping malls and restaurants to enhance student community awareness and to develop maximum independence and self-esteem. E
Assist students in developing independent travel skills such as walking safely to destination, using public transportation and complying with traffic signals; assist in the development of proper money handling and coin recognition. E

Assist students in all areas of personal hygiene and in developing self-help grooming skills such as dressing and undressing, eating, washing, oral care and toileting.

Assist students with medications according to established guidelines, procedures, and training; perform specialized physical health care services as trained and assigned and in accordance with specialized training provided by a health specialist. E

Assist instructor in assessing student ability and progress; provide information and discuss student daily activities, progress, academic needs and needed course of instruction; discuss student needs with group and foster care homes. E

Lift, move and reposition students, assist students onto tables or adapted toilets; assist in loading and unloading students from buses; place students in standers, wheelchairs and other apparatus; assist in positioning students in braces, adapted PE equipment and other equipment as necessary. E

Observe and control group activities and behavior of students according to established procedures; report progress regarding student performance and behavior; escort students to various locations on school campus; provide patient and sensitive care and assistance to emotionally and physically fragile students. E

Assist in maintaining health and safety of assigned students by being aware of the learning environment and the potential hazards of student actions. E

Perform a variety of general clerical duties as assigned; operate equipment, including computers, copier, tape recorder, TV, VCR/DVD and video cameras. E

Provide instructions, information and assistance to substitute teachers; participate in meetings and in-service training programs as assigned; provide input to IEP meetings and to parents as requested. E

Assist in locating on going community employment for assigned students; provide job coaching and assistance to students for completing applications and interviewing. E

Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**
Child guidance principles and practices, especially as they relate to school-age children with special learning challenges.
Basic subjects taught in District schools, including arithmetic, grammar, spelling, language and reading
Basic principles and techniques of discipline and behavior modification.
District regulations, policies and objectives applicable to assigned programs.  
Safe practices in classroom and playground activities.  
Interpersonal skills using tact, patience and courtesy.  
Record-keeping techniques.  
Basic health and safety guidelines and procedures.  
Assaultive behavior protection and basic self-defense methods.  

ABILITY TO:  
Learn about and provide for the special educational needs, problems and requirements of students with special education needs.  
Assist certificated staff or specialists with instruction and related activities of the assigned learning environment.  
Assist students in developing independence and self-help skills, including hygiene, eating, social, community, vocational and leisure/recreational skills.  
Maintain confidentiality of pupil and school information.  
Learn and apply the policies, procedures, and objectives of the VCOE Special Education program.  
Communicate effectively with students, faculty, specialists, parents and other adults.  
Read, apply, follow and explain rules, regulations, policies and procedures.  
Establish and maintain cooperative and effective working relationships with others.  
Place students in apparatus as directed.  
Lift, restrain and discipline students according to approved policies and procedures.  
Operate instructional and office equipment.  

EDUCATION AND EXPERIENCE:  
Any combination equivalent to: graduation from high school and one year experience in working with school-age children in an organized setting.  

LICENSES AND OTHER REQUIREMENTS:  
Some positions in this classification require a valid California driver’s license.  

WORKING CONDITIONS:  
ENVIRONMENT:  
Classroom, office, and community work environment.  

PHYSICAL ABILITIES:  
Vision to monitor students during classroom activities, hearing and speaking to exchange information and provide assistance to students, kneeling or crouching, bending at the waist, standing for extended periods of time, walking over rough or uneven surfaces, and lifting bodies and objects weighing up to 40 pounds.  

HAZARDS:  
Exposure to students who may become hostile, disorderly, or exhibit physically aggressive behavior.
VENTURA COUNTY OFFICE OF EDUCATION

CLASS TITLE: PARAEDUCATOR - SPECIAL EDUCATION
(Court and Community Schools)

BASIC FUNCTION:

Under the direction of an assigned supervisor, assist teachers in classroom instruction supervision of students; tutor and reinforce students with special education needs in various subject areas; assist special education teachers with clerical and record-keeping functions.

REPRESENTATIVE DUTIES:

Assist teachers with supervision of students in a classroom setting and with various instructional activities. E

Tutor student individually or in small groups to reinforce classroom material. E

Assist special education students with organizing their time and school work. E

Assist special education students in their understanding and comprehension of reading, writing, language arts, math, social studies and other basic subjects areas; perform remedial exercises and other basic instruction as required. E

Collect observational and evaluative data and provide feedback regarding students; participate in staff meetings for assigned classes and programs. E

Monitor student behavior; provide input to the teacher regarding unusual activities, student progress, discipline issues and suggestions for improving student learning. E

Participate in meetings regarding student progress with teacher and other personnel. E

Provide input to IEP meetings and to parents as requested. E

Consult with teacher, psychologist, and others regarding individual and group educational goals and objectives.

Correct special education student papers; review papers with students to provide feedback.

Monitor attendance and tardiness; prepare reports; follow-up on absenteeism by phoning parents or guardians. E

Maintain appropriate supplies, materials, and equipment; take periodic inventories. E

Provide a variety of clerical support activities for the classroom or program; type, copy and assist in maintaining files; maintain records as assigned. E

Provide instructions, information and assistance to substitute teachers; participate in meetings and In-service training programs. E
Assist in locating on going community employment for assigned students; provide coaching and assistance to students for completing applications and interviewing; drive a vehicle to transport students to job sites. 

Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**
- Basic subjects taught in District schools including arithmetic, reading, writing, grammar, spelling, science, and social studies.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Safe practices in classroom activities.
- Classroom procedures and appropriate student conduct.
- Basic instructional methods and techniques.
- Record-keeping techniques.
- Laws, rules and regulations related to assigned activities.
- Policies and objectives of assigned program and activities.
- Applicable sections of the State Education Code and other applicable laws.
- Methods and strategies in working with at-risk youth.
- Interpersonal skills using tact, patience and courtesy.
- Health and safety regulations.

**ABILITY TO:**
- Assist with instruction and related activities in a classroom or assigned learning environment.
- Reinforce instruction to individual or small groups of students as directed by the teacher.
- Administer and grade student assessment tests.
- Perform clerical duties related to classroom activities.
- Monitor and evaluate student progress.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Maintain routine records.
- Determine appropriate action within clearly defined guidelines.
- Observe health and safety regulations.
- Observe legal and defensive driving practices.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to: graduation from high school and one year experience in working with school-age children in an organized setting; Minimum forty-eight (48) general education units or Associate Arts (AA) degree.

**LICENSES AND OTHER REQUIREMENTS:**

Some positions in this classification require a valid California driver’s license.
WORKING CONDITIONS:

ENVIRONMENT:
Classroom, office, and community work environment.

PHYSICAL ABILITIES:
Vision to monitor students during classroom activities, hearing and speaking to exchange information and provide assistance to students, kneeling or crouching, bending at the waist, standing for extended periods of time, walking over rough or uneven surfaces, and lifting bodies and objects weighing up to 40 pounds.

HAZARDS:
Exposure to students who may become hostile, disorderly, or exhibit physically aggressive behavior.
VENTURA COUNTY OFFICE OF EDUCATION

CLASS TITLE: PARAEDUCATOR - SPECIAL EDUCATION
(Triton and Programs for Students with Emotional Disturbances)

BASIC FUNCTION:

Under the direction of an assigned supervisor, assist certificated teacher and specialists in providing academic and social instruction and assistance to individuals or small groups of students with special education needs, such as autism spectrum disorders and/or emotional disturbances; monitor and report student progress regarding behavior and performance; assist students in developing various self-help skills, including hygiene, eating, community, vocational and leisure/recreational skills.

REPRESENTATIVE DUTIES:

Assist professional personnel in the implementation and reinforcement of Positive Behavior Support Plans (PBSP) and Behavior Intervention Plans (BIP) in accordance with student’s Individualized Education Program (IEP); collect and record data regarding student performance and behavior.

Assist professional personnel in maintaining appropriate safety precautions and procedures for classroom, campus, transportation, and recreational activities and Community Based Instruction (CBI) through the implementation of schoolwide systems of behavior, Applied Behavior Analysis (ABA), and Nonviolent Crisis Prevention Intervention (NCPI); observe and control group activities and behavior of students according to established procedures; escort students to various locations on school campus; provide patient and sensitive care and assistance to emotionally and physically fragile students; and when required, employ state approved restrain practices, per training, and complete legally required documentation.

Assist students during classroom activities, lunch, physical education periods and various other activities as directed; assist in integrating special education students into the general education population.

Assist students in their understanding and comprehension of subjects taught to grade-level peers in district elementary and secondary schools, including English Language Arts (ELA), mathematics, science, and social studies; reinforce instruction as directed by the instructor or the lesson plan and assist with the preparation and presentation of learning materials and instructional exercises; provide individual instructional assistance and remediation to students experiencing learning difficulty; explain errors and answer questions.

Assist in administering, correcting and recording student tests, essays and assignments as directed; prepare homework packets as assigned.

Assist students in community and vocational training leading to independence, including transportation, money skills, social skills, and job skills; train and assist students in completing applications, at job sites with duties and a variety of activities as necessary according to individual needs; facilitate recreational activities with students in a variety of settings.
Assist students in developing food purchasing and preparation skills; prepare lunch to meet student's individual eating needs as necessary; feed students unable to self-feed; wash and clean eating areas, plates, utensils and clothing. E

Assist students with personal hygiene and in developing self-help grooming skills such as dressing and undressing, eating, washing, oral care and toileting; assist in changing diapers. E

Assist students with medications according to established guidelines, procedures, and training; perform specialized physical health care services as trained and assigned and in accordance with specialized training provided by a health specialist. E

Lift, move and adjust students, especially non-ambulatory students; assist students onto appropriate furniture, e.g., changing tables or adapted toilets; assist in loading and unloading students from buses; place students in standers, wheelchairs and other apparatus; assist in positioning students in braces, adapted PE equipment and other equipment as necessary. E

Assist in maintaining health and safety of assigned students by being aware of the learning environment and the potential hazards of student actions; operate communication devices, including two-way radios. E

Perform a variety of general clerical duties as assigned; operate equipment, including current technology, e.g., student communication devices and computers. E

Provide information and assistance to substitute teachers. E

Participate in meetings and in-service training programs as assigned; provide input for instructional team collaboration and planning as requested. E

Drive a vehicle to transport students to job sites, hospitals and further transportation as authorized and assigned. E

Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

- Child guidance principles and practices, especially as they relate to students with special education needs, such as autism spectrum disorders and/or emotional disturbances.
- Subjects taught to student’s grade-level peers in district elementary and secondary schools, including ELA, mathematics, science, and social studies.
- Basic principles and techniques of discipline and behavior modification.
- District regulations, policies and objectives applicable to assigned programs.
- Safe practices in classroom and playground activities.
- Interpersonal skills using tact, patience and courtesy.
- Record-keeping techniques.
- Basic health and safety guidelines and procedures.
- Basic self-defense methods.
ABILITY TO:

- Communicate effectively with students and staff.
- Establish and maintain cooperative and effective working relationships with others.
- Learn about and provide for the general needs and behaviors of children with autistic spectrum disorders and/or emotional disturbances.
- Learn about and support implementation of schoolwide systems of behavior, Applied Behavior Analysis (ABA), and Nonviolent Crisis Prevention Intervention (NCPI), including utilizing approved restraint procedures when required.
- Support professional staff in the implementation and reinforcement of PBSP/BIP plans in accordance with student’s Individualized Education Program (IEP), including providing reinforcement and corrective feedback to students to modify behavior.
- Administer and correct student tests, essays and assignments in subjects taught to grade-level peers in district elementary and secondary schools, including ELAs, mathematics, science, and social studies.
- Collect behavioral and academic data and share those observations in a collegial manner.
- Retain and apply complex behavioral strategies during behavioral escalations.
- Learn about and provide appropriate safety precautions and procedures for classroom, campus, transportation, and recreational activities and Community Based Instruction (CBI).
- Take direction from a variety of professionals to refine and practice related to the student program.
- Assist professional staff or specialists with instruction and related activities of the assigned learning environment.
- Follow direct supervision of the nurse on specialized health care services and participate in trainings in advance, e.g., seizure management, diabetic management and medication distribution.
- Assist students in developing independence and self-help skills, including hygiene, eating, social skills, community, vocational and leisure/recreational skills.
- Maintain confidentiality of pupil and school information.
- Learn and apply the policies, procedures, and objectives of the VCOE Special Education program.
- Lift students and place students in specialized apparatus, as directed.
- Operate instructional and office equipment.

EDUCATION AND EXPERIENCE:

- Any combination equivalent to: graduation from high school and one year experience working with students in an organized setting; Associate Arts (AA) degree or 48 units of college credit.

LICENSES AND OTHER REQUIREMENTS:

Some positions in this classification require a valid California driver’s license.

WORKING CONDITIONS:
ENVIRONMENT:
Classroom, campus, office, and community work environment.

PHYSICAL ABILITIES:
Vision to monitor students during school activities; hearing and speaking to exchange information and provide assistance to students; strength sufficient to lift bodies and objects weighing up to 40 pounds and to utilize approved restraint procedures; agility sufficient to maneuver quickly in a rapidly changing environment to maintain safety of self, students, and colleagues; standing for extended periods of time, bending at the waist, kneeling, crouching, walking forwards and backwards over rough or uneven surfaces for extended periods of time, and running.

Should an applicant require reasonable accommodation, the Ventura County Office of Education will consider that upon request.

HAZARDS:
Working directly with students with autism spectrum disorders and/or emotional disturbances who may become hostile, disorderly, verbally abusive, and/or exhibit physically aggressive behaviors toward themselves and others. Protective equipment (e.g., gloves, face-shields, aprons, Kevlar sleeves, arm guards, bean bags, and/or foam apparatuses) may be required.
APPENDIX D

SUPERINTENDENT POLICY 4144 AND 4244
The following guidelines shall prescribe the manner in which Ventura County Office of Education complaints are handled:

1. A "complaint" shall be defined as an alleged misapplication of the policies, regulations, rules, or procedures of the Ventura County Office of Education. Procedures for employee complaints provide a route of appeal through administrative channels to the County Superintendent, if necessary. If the complaint is related to discrimination, the Ventura County Office of Education’s procedure for complaints concerning discrimination should be used.

2. If a complaint involves sexual harassment, the initial complaint should be made directly to the offending employee's immediate supervisor. An employee is not required to resolve sexual harassment complaints with the offending person.

3. So as not to interfere with school schedules, meetings related to a complaint shall be held before or after the complainant's regular working hours.

4. All matters related to a complaint shall be kept confidential. Only those individuals directly involved in resolving the complaint shall be informed of the complaint.

5. All documents, communications, and records dealing with the complaint shall be placed in a Ventura County Office of Education complaint file. No such material shall be placed in an employee's personnel file.

6. No reprisals shall be taken against any participant in a complaint procedure by reason of such participation.

7. Time limits specified in these procedures may be reduced or extended in any specific instance by written mutual agreement of the parties involved. If specified or adjusted time limits expire, the complaint may proceed to the next step.

8. Any complaint not taken to the next step within prescribed time limits shall be considered settled on the basis of the answer given at the preceding step.
INFORMAL COMPLAINTS

Complainants are encouraged to resolve complaints informally. Formal complaint procedures shall not be initiated unless informal efforts to resolve the complaint have been exhausted and the complainant has provided a written description of such efforts.

FORMAL COMPLAINT PROCEDURE - Step 1

NOTE: THE 60-DAY TIME PERIOD BELOW COINCIDES WITH THAT PROVIDED IN GOVERNMENT CODE 53297, WHICH ESTABLISHES THE EMPLOYEE'S RIGHT TO FILE WITH THE VENTURA COUNTY OFFICE OF EDUCATION A WRITTEN COMPLAINT CONTAINING EVIDENCE REGARDING GROSS MISMANAGEMENT OR A SIGNIFICANT WASTE OF FUNDS, AN ABUSE OF AUTHORITY, OR A SUBSTANTIAL AND SPECIFIC DANGER TO PUBLIC HEALTH OR SAFETY. REPRISAL ACTION AGAINST AN EMPLOYEE FOR FILING SUCH A COMPLAINT IS PROHIBITED BY GOVERNMENT CODE 53298 AND SUBJECT TO PENALTIES ESTABLISHED IN GOVERNMENT CODE 53298.5.

If a complaint has not been satisfactorily resolved by informal procedures, the complainant may file a written complaint with the immediate supervisor or principal within 60 days of the act or event which is the subject of the complaint.

Within five working days of receiving the complaint, the immediate supervisor or principal shall conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint.

The immediate supervisor or principal shall present all concerned parties with a written answer to the complaint within ten working days after the meeting.

FORMAL COMPLAINT PROCEDURE - Step 2

If a complaint has not been satisfactorily resolved at Step 1, the complainant may file the written complaint with the Director of Human Resources within five working days of receiving the answer at Step 1. All information presented at Step 1 shall be included with the complaint, and the immediate supervisor or principal shall submit to the Director of Human Resources a report describing attempts to resolve the complaint at Step 1.

Within five working days of receiving the complaint, the Director of Human Resources shall conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint.

The Director of Human Resources shall present all concerned parties with a written answer to the complaint within ten working days after the meeting.
FORMAL COMPLAINT PROCEDURE - Step 3

If a complaint has not been satisfactorily resolved at Step 2, the complainant may file a written appeal to the County Superintendent within five working days of receiving the answer at Step 2. All information presented at Steps 1 and 2 shall be included with the appeal, and the Director of Human Resources shall submit to the County Superintendent a report describing attempts to resolve the complaint at Step 2.

An appeal hearing before the County Superintendent shall be scheduled within 10 days after the appeal is filed.

The Superintendent shall make a decision within 30 days of the hearing and shall mail the decision to all concerned parties. The Superintendent's decision shall be final.
**COMPLAINTS CONCERNING DISTRICT EMPLOYEES**

<table>
<thead>
<tr>
<th>Complainant:</th>
<th>Phone:</th>
</tr>
</thead>
</table>

Address:  
(Street)  (City)  (Zip Code)

Name of person(s) against whom complaint is made:

Nature of complaint: (Describe in your own words grounds for your complaint. Include all names, dates, and places necessary for a complete understanding of your complaint.)

(You may use additional pages to describe your complaint if you wish.)
Describe your attempts to discuss and resolve this complaint with the employee and/or employee's supervisor.

How do you propose that your complaint be resolved?

I understand that as a result of filing this complaint management/supervisory staff may request further information from me about this complaint, and if such information is available, I shall present it upon request.

I also understand that a copy of the complaint will be given to the person(s) against whom this complaint is being made, and he/she will be given the opportunity to respond in writing to this complaint.

I certify under penalty of perjury that the foregoing is true and correct.

Executed this ___________ day of _________________________, 20_____,
at ________________________________, California.

______________________________
Signature of Complainant
Ventura County Office of Education

Paraeducator Request for Transfer

A transfer is defined in Article 9 of the Bargaining Unit Agreement as “a change from one job site to another or from one classification to another”. You are strongly advised to consult the Paraeducator Bargaining Unit Agreement, Article 9, for further information on transfers. Please note the following regarding transfers:

- This form will be accepted by Human Resources throughout the year whether or not a vacancy currently exists.
- This form will only be kept for one school year.
- Except from July 1 through September 1, vacant positions shall be sent to unit members electronically five (5) days prior to closing.
- Unit members wishing to transfer must submit a Paraeducator Request for Transfer form prior to the close of business on the 5th day.
- Unit members wishing to transfer must have satisfactory evaluations in place.
- Unit members may only receive a voluntary transfer once per year.

Name

Date of Request __________________________ Current Job Site __________________________

I am requesting a transfer to the following site(s):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

In the event of multiple requests for a site, transfers will be made on the basis of seniority. In that eventuality, the more senior unit member’s position may be opened immediately. If you wish to transfer to any other site, immediately turn in this form listing the sites in which you are interested.

Please submit this form to the Human Resources Department as soon as possible within the five days.

No late transfer requests will be accepted.
TO:

FROM:

SUBJECT: PERFORMANCE REMEDIATION PLAN

This Performance Remediation Plan has been developed to outline areas of concern in your performance as a paraeducator at _______________. The issues below relate to incidents occurring during the _______________ school year.

The Performance Remediation Plan below is provided to you in an effort to improve your performance. None of the issues will be unknown to you. The plan will be monitored for _____ months and it is understood that immediate satisfactory progress is expected.

SPECIFIC AREAS OF CONCERN:

STANDARDS OF PERFORMANCE:

PERSONAL DEVELOPMENT PLAN:

FEEDBACK ON PERFORMANCE:

Feedback on your performance will be provided regularly by your supervisor. Feedback from other relevant parties, such as a classroom teacher, can also be considered at the discretion of your supervisor.

SCHEDULE OF OBSERVATIONS:

Observations will be formal and informal and will occur regularly throughout the established observation period. Feedback may be given in an oral or written form.

REVIEW OF REMEDIATION PLAN:
The plan will be formally reviewed with you _______ times until the next annual review. Written feedback will be provided to you after each review meeting.

ASSISTANCE AVAILABLE TO THE EMPLOYEE:

Assistance and facilitation will be considered at your request or at the request of your supervisor.

EFFECT OF PLAN/OPPORTUNITY FOR WRITTEN RESPONSE:

This Performance Remediation Plan will go into effect immediately with the goal of assisting you in the performance of your professional duties as outlined above. A copy of this plan will be placed in your personnel file within five days. You have the right to respond to the plan in writing and your response will be attached to the remediation plan.

This plan was received and reviewed with me.

Signature____________________________________, Paraeducator

Date______________

I have presented this remediation plan to ____________________ on _______________

Signature____________________________________, Supervisor

cc: Personnel File
    Supervisor
    Director of Human Resources
APPENDIX G

VENTURA COUNTY FEDERATION OF SCHOOL EMPLOYEES 434:
ARTICLE 16
ARTICLE 16. TEACHING HOURS AND SITE NORMING PROCESS

At the heart of any successful human effort involving shared responsibilities is the individual internalization of the mission of the institution. An educator's workday is determined by the professional responsibilities of unit member's job. Rigid work rules on time expectations that are not accepted as group norms tend to diminish an individual's commitment to the mission. VCOE and the FEDERATION therefore agree to a professional work day with the specific workday expectations to be a product of a site-based group process for determination of site specific norms. The following criteria are adopted to guide a site's decision about specific work hours:

- Outside sources, such as school districts, agencies, and transportation, may significantly influence the workday schedule.

- All certificated staff members share the responsibility for students during the entire range of the student day.

- Workload among staff shall be shared fairly and equitably, including a willingness to share undesirable tasks.

- Scheduling requirements for support staff will be given consideration (lunches and breaks).

- Self-determination in the assignment of work hours is an important principle, but it must give way to group norms.

- Requirements of educators in each department and work site may vary because the mission and the instructional workday differ.

- Laws regulating a student instructional day must be followed.

- Preparation time during school day should be considered by staff.

- Staff shall be provided a duty-free lunch as required by law.

- Educators are generally expected to put in a forty (40) hour workweek. Recognition is given here that, in practice, the actual hours of work often exceed forty (40) hours.

- Work hours are not restricted to time on site. The educator will complete unit member professional responsibilities such as staff meetings, parent conferences, student conferences, IEP meetings, appointments with administration, and necessary preparation for classroom activities.

- Respect should be shown for one another’s time.

- Increased morale results from equity, cooperation, and group enforcement of group norms.
16.2 SITE SPECIFIC NORMS – WORK DAY AND OTHER TOPICS

Each site shall establish its norms for the workday within the prescribed workweek. Topics such as professional development, testing, parent meetings, IEPs, Single Plan for Student Achievement, School Safety Plan, and school calendar shall also be addressed under the norming process.

Included in these norms will be a procedure for assuring compliance with the norms.

Near the end of the school year, there shall be a group evaluation of the norms based upon any changing needs of the students and program for the upcoming school year.

16.3 PROCESS FOR ESTABLISHING NORMS

Prior to May 15th each site shall meet as a group to establish/review its norms based upon any changing needs of the students and program for the upcoming school year. By October 15th of the upcoming school year each site shall review and endorse their site norms. The agreed to norms shall be in writing and be distributed to all affected parties.

The norming group shall reflect administration and all unit members or a representative group of all unit members and administration and shall use the interest-based process for determining its norms. This process may be facilitated by an off-site person trained in the interest-based process.

The group decisions shall be by consensus when possible. Each group shall determine a fallback process to be used in the event that consensus cannot be reached. This fallback process shall be agreed upon prior to beginning the discussion of establishing site norms.

Norms may be reviewed or modified by group decision at the site at any time.

16.4 CERTIFICATED SPECIALIST UNIT MEMBERS

Certain certificated specialist unit members in non-teaching positions may not be incorporated in the site group norming process although their positions necessitate continued availability to students, parents, and other agencies. These positions may require being on site for the expected forty (40) hours. These educators shall meet with their administrator (with a facilitator if necessary) to determine on-site hours based upon the above criteria.
APPENDIX H

RATIFIED AMENDMENT AGREEMENTS
Ventura County Office of Education  
Pending Tentative Agreement  
For the 2018/19 Fiscal Year  
Ventura County Federation of School Employees Local 4434.1 AFT

1. On Wednesday, May 2, 2018, the group agreed to modify Article 5.4 and add 5.4.1 and 5.4.2 as follows:

5.4 UNIT MEMBER NAMES, ADDRESSES, TELEPHONE NUMBERS. First, middle initial and last names, work location, job title, addresses, step placement, longevity eligibility, and home (if available) and cellular telephone numbers (if available) of all VCOE unit members subject to this Agreement shall be provided monthly without cost to the FEDERATION provided that such is not restricted by law. Home address, a home/cellular phone number, personal email address shall not be released when a unit member has indicated, in writing, to VCOE that unit member does not authorize the release of such information.

5.4.1 New Member List for Paraeducators

VCOE will provide the Federation with first, middle initial and last names, work location, job title, step and column placement, and home and cellular telephone numbers. Home address, a home/cellular phone numbers, and personal email addresses shall not be released when a unit member has indicated, in writing, to VCOE that unit member does not authorize the release of such information.

5.4.2 Orientations

Federation will have access to all new employee orientations as needed including and not limited to the new employee orientation held in the beginning of the school year.

There will be a standing orientation session for newly hired paraeducators weekly as needed at or about 3:30 pm. VCOE will include the Federation Membership application materials in any employee orientation packet of VCOE materials provided to any newly hired employee. The Federation shall provide the copies of the Federation membership application materials to VCOE for distribution. A good faith effort shall be made within two working days to contact the Federation when the weekly orientation will not be held.

2. On Thursday, May 31, 2018 the group agreed to modify Article 8.5 from: "HOLD HARMLESS. The Federation agrees to hold VCOE harmless in the implementation of this article."
8.5 MAINTENANCE OF DUES

Any employee who is paying dues may stop making those payments by giving written notice to the Federation during the period not less than thirty (30) and not more than forty-five (45) days before:

(a) The annual anniversary date of the employee’s authorization; or
(b) The date of expiration of the applicable contract between the employer and the Federation, whichever occurs sooner.

The employer shall honor the employee’s check-off authorizations unless they are revoked in writing during the time period specified above, irrespective of the employee’s membership in the Federation.

The Federation agrees that it will indemnify and hold harmless the County Superintendent of Schools from attorney fees, costs, charges, awards and damages arising out of any matter commenced against the County due to compliance by the County with its obligations; hereunder the County will notify the Federation in writing of any matter within seven (7) days of service thereof upon the County. The Federation may, at its discretion, determine whether to defend, settle in whole or in part, or appeal the matter.

Should an individual question VCOE about the membership issue, the individual will be referred to the Federation representative.

3. On Thursday, May 31, 2018 the group agreed to modify the first paragraph in Article 17.8 to this language:

The work year for unit members assigned to community and special education schools shall be 182 days. The work year for unit members assigned to the court school shall be 237 days. Unit members hired prior to November 30, 2006 are not required to work the Extended School Year (ESY) of twenty (20) days. Those employees who were employed after November 30, 2006 shall work the ESY for a total of 202 days and are not eligible for an unpaid leave of absence unless they have the leave approved by VCOE for hardship reasons. In the event that more unit members apply for hardship exemptions than can be accommodated, the criterion for assignment will be seniority. The work day for unit members working in the ESY program is four and one half hours (4 ½). To encourage continuity of service to students in the ESY, the rates of pay for the ESY are two dollars per hour more than the regular hourly rate as specified in the para salary schedule.

The second paragraph remains as is:

By March 15, each eligible unit member shall be given notification of the extended year unpaid leave of absence option that must be completed and returned to Human Resources Department by April 1. Unit members may elect the extended year option, and those not electing the extended year option shall be presumed to be working and notified of their assignment.
4. On Thursday, May 31, 2018 the group agreed to extend the contract for another three-year cycle. The text in Article 29.1 will change the dates from July 1, 2015 to June 30, 2018 to **July 1, 2018 to June 30, 2021**.

5. On Monday, October 22, 2018, the group reviewed and made changes to Article 17.8.2 to align with the changes made in 17.8.

**Existing Article 17.8.2**

The work year for unit members whose classification is Paraeducator—Special Education, Paraeducator—Special Education (Community School), or Paraeducator—Special Education (Triton and Programs for Students with Emotional Disturbances) shall be 202 days.

All such unit members hired on or before November 30, 2006 will be 11-month employees but shall be entitled to a guaranteed extended year unpaid leave of absence. All such unit members hired after November 30, 2006 shall not be eligible for the guaranteed extended year unpaid leave of absence. An extended year unpaid leave of absence is defined as the summer period of the work-year that is 20 days (19 work days and 1 holiday).

Replace with:

The work year for unit members whose classification is Paraeducator – Special Education, Paraeducator – Special Education (Community School), or Paraeducator – Special Education (Triton and Programs for Students with Emotional Disturbances) shall be **182 days**. Unit members hired prior to November 30, 2006 are not required to work the Extended School Year (ESY) of twenty (20) days. Those employees who were employed after November 30, 2006 shall work the ESY for a total of 202 days and are not eligible for an unpaid leave of absence unless they have the leave approved by VCOE for hardship reasons. In the event that more unit members apply for hardship exemptions than can be accommodated, the criterion for assignment will be seniority. The work day for unit members working in the ESY program is four and one-half hours (4 ½). To encourage continuity of service to students in the ESY, the rates of pay for the ESY are two dollars per hour more than the regular hourly rate as specified in the para salary schedule.

3rd paragraph to remain the same:

By March 15, each eligible unit member shall be given notification of the extended year unpaid leave of absence option that must be completed and returned to Human Resources Department by April 1. Unit members may elect the extended year option, and those not electing the extended year option shall be presumed to be working and notified of their assignment.
6. On Monday, October 22, 2018, the group reviewed and made a technical change to Article 29.2 to remove a date.

Article 29.2
The parties shall renegotiate salary and health benefits for the 2016-2017 each fiscal year.

7. On Friday, March 1, 2019, the group agreed to a one time, off salary schedule, 2% of 18-19 normal annual pay for active employees holding ongoing positions as of April 1, 2019. This one-time salary augmentation is intended to be paid in the supplemental payroll run paid on April 10, 2019.

8. On Friday, March 1, 2019, the group agreed to a 2% ongoing salary schedule increase effective July 1, 2019.

9. On Friday, March 1, 2019, the group agreed to an additional 2% ongoing market adjustment increase to the para salary schedule effective July 1, 2019.

10. On Friday, March 1, 2019, the group agreed to the following changes to the health insurance plans and employee contribution percentages of the premiums:

   a. No longer offer the Anthem PPO 90 plan
   b. Offer the Anthem PPO 80 plan with a 4% employee contribution
   c. Offer the Anthem HMO plan with an 8% employee contribution
   d. Offer the Kaiser HMO 10 plan with a 2% employee contribution
   e. Maintain the Kaiser HSA/CDHP tiered plan offerings with the $2,400 annual contribution to the employee HSA account ($240 a month for 10 months)
   f. Offer the new plan Anthem CDHP 90 (formerly called HSA plans) as tiered plans with the $2,400 annual contribution to the employee HSA account ($240 a month for 10 months)
   g. Deposit a one time, up front incentive contribution in the amount of $1,000 to the HSA account of any employee selecting the CDHP/HSA eligible plans for 19/20
This agreement was ratified on 3-11-19 by the Federation and on 3-12-19 by the VCOE.

For the Ventura County Federation of Paraeducators, Local 4434.1 AFT:

Cindy Escalante, President

For the Ventura County Office of Education:

Misty Key, Associate Superintendent
Fiscal and Administrative Services

Teri Gern, Chief Human Resources Officer